

DEED OF CONVEYANCE

District – Uttar Dinajpur
P.S. - Raiganj
Mouja – Raiganj
J.L. No. – 150
Covered Area of the Flat - Sq.ft.
Area of the Flat - Sq.ft(S.B)
Value - Rs. = 00

PURCHASER:-

- 1) MR / MRS., S/o. / W/o. D/o., PAN –
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S.- , Dist. -, PIN -,
- 2) MR / MRS., S/o. / W/o. D/o., PAN –
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S. - , Dist. -, PIN -,
here – in - after called the **PURCHASERS. (Which expression shall unless be excluded by
or repugnant to the subject or context be deemed to mean-and include his legal heir /
heirs, successor / successors, executor / executors, administrator / administrators, legal
representative / representatives and/or assign / assigns).**

AND

VENDOR :-

A. LAND OWNER

- 1) “**RAINBOW VALLEY INFRADEV PRIVATE LIMITED**”, PAN – AADCR9826K and CIN-
U45400WB2008PTC125359 a company under the Companies Act, 2013, Regd. Office at M.G.
Road, Ukilpara, P.O. & P.S. Raiganj, Dist.- Uttar Dinajpur, PIN - 733134 a private company
limited by share represented by its Directors namely –
 - (a) **MR. ARIJIT GHOSH**, S/o. Late Amal Krishna Ghosh, PAN – AHKPG8576A,
 - (b) **MR. PRADIPTA KISHORE BHATTACHARJEE**, S/o. Late Prasad Kishore Bhattacharjee,
PAN - AFQPB5513G
 - (c) **MRS. BARNALI DEY**, W/o. Late Satrughna Dey, PAN – ALCPD0268J,
All are by faith Hindu, Nationality – Indian, Occupation – Business, residents of Ukilpara,
P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134.
- 2) “**RAINBOW ASSOCIATES & COMPANY**” Red. Office at Rainbow Residency, M.G. Road, P.O.
& P.S. Raiganj, Dist. – Uttar Dinajpur, PIN – 733134, West Bengal, India, represented by its
partner namely
 - (a) **MR. ARIJIT GHOSH**, S/o. Late Amal Krishna Ghosh, PAN - AHKPG8576A,
 - (b) **MRS. BARNALI DEY**, W/o. Late Satrughna Dey, PAN – ALCPD0268J,
 - (c) **MR. PRADIPTA KISHORE BHATTACHARJEE**, S/o. Late Prasad Kishore Bhattacharjee,
PAN - AFQPB5513G,
All are by faith Hindu, Nationality – Indian, Occupation – Business, residents of Ukilpara, P.O.
& P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134.

- (d) **MR. GOPAL SAHA**, S/O. Late Manindra Nath Saha, PAN – CFTPS6015R, by faith Hindu, Nationality – Indian, Occupation – Business, residents of Bandar, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134.

hereinafter referred to as the LAND OWNERS, (which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

B) DEVELOPER

“RAINBOW VALLEY INFRADEV PRIVATE LIMITED ”, PAN – AACDR9826K and CIN-U45400WB2008PTC125359 a company under the Companies Act, 2013, Regd. Office at M.G. Road, Ukilpara, P.O. & P.S. Raiganj, Dist.- Uttar Dinajpur, PIN - 733134 a private company limited by share represented by its Directors namely –

- (a) **MR. ARIJIT GHOSH**, S/o. Late Amal Krishna Ghosh, PAN – AHKPG8576A,
(b) **MR. PRADIPTA KISHORE BHATTACHARJEE**, S/o. Late Prasad Kishore Bhattacharjee, PAN - AFQPB5513G
(c) **MRS. BARNALI DEY**, W/o. Late Satrughna Dey, PAN – ALCPD0268J,
All are by faith Hindu, Nationality – Indian, Occupation – Business, residents of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134, **for self and as constituted attorneys on behalf of LAND OWNER -**

(**JOINT VENTURE DEVELOPMENT AGREEMENT** bearing Regd. No. 180400435 for the year 2023, Vol. No. 1804-2023, Page No. 20460 to 20495, office at A.D.S.R. Raiganj, West Bengal and **GENERAL POWER OF ATTORNEY**’ bearing Regd. No. 180401067 for the year 2023, Vol. No. 1804-2023, Page No. 20973 to 20996, office at A.D.S.R. Raiganj, West Bengal)

C) AUTHORISED SEGNATORIES ON BEHALF OF DEVELOPER / PROMOTER –

“RAINBOW VALLEY INFRADEV PRIVATE LIMITED ”, PAN – AACDR9826K and CIN-U45400WB2008PTC125359 a company under the Companies Act, 2013, Regd. Office at M.G. Road, Ukilpara, P.O. & P.S. Raiganj, Dist.- Uttar Dinajpur, PIN - 733134 a private company limited by share represented by its Directors namely - **MR.**, S/o., PAN –, by faith Hindu, Nationality – Indian, Occupation – Business, residents of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134, authorised signatory, duly authorised vide board resolution dated hereinafter referred to as the **"Developer / Promoter"**(which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **OTHER PART**;

THIS DEED OF SALE is made thisth day of 202... **BETWEEN** above mentioned FIRST PARTY / PURCHSER AND SECOND PARTY / VENDOR & DEVELOPER / CONFIRMING PARTY.

WHEREAS in this Deed unless it be contrary or repugnant to the context the following words or terms shall have the following meaning -

(a) LAND OWNER/VENDOR means –

- 1) **“RAINBOW VALLEY INFRADEV PRIVATE LIMITED ”**, PAN – AACDR9826K and CIN-U45400WB2008PTC125359 a company under the Companies Act, 2013, Regd. Office at M.G. Road, Ukilpara, P.O. & P.S. Raiganj, Dist.- Uttar Dinajpur, PIN - 733134 a private company limited by share represented by its Directors namely –

- (a) **MR. ARIJIT GHOSH**, S/o. Late Amal Krishna Ghosh, PAN – AHKPG8576A,
- (b) **MR. PRADIPTA KISHORE BHATTACHARJEE**, S/o. Late Prasad Kishore Bhattacharjee, PAN - AFQPB5513G
- (c) **MRS. BARNALI DEY**, W/o. Late Satrughna Dey, PAN – ALCPD0268J,
All are by faith Hindu, Nationality – Indian, Occupation – Business, residents of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134.

2) **“RAINBOW ASSOCIATES & COMPANY”** Red. Office at Rainbow Residency, M.G. Road, P.O. & P.S. Raiganj, Dist. – Uttar Dinajpur, PIN – 733134, West Bengal, India, represented by its partner namely

- (a) **MR. ARIJIT GHOSH**, S/o. Late Amal Krishna Ghosh, PAN - AHKPG8576A,
- (b) **MRS. BARNALI DEY**, W/o. Late Satrughna Dey, PAN – ALCPD0268J,
- (c) **MR. PRADIPTA KISHORE BHATTACHARJEE**, S/o. Late Prasad Kishore Bhattacharjee, PAN - AFQPB5513G,
All are by faith Hindu, Nationality – Indian, Occupation – Business, residents of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134.

(d) **MR. GOPAL SAHA**, S/O. Late Manindra Nath Saha, PAN – CFTPS6015R, by faith Hindu, Nationality – Indian, Occupation – Business, residents of Bandar, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134.

hereinafter referred to as the LAND OWNERS, *(which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).*

(which term or expression shall unless be repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

(b) **DEVELOPER/CONFIRMING PARTY means -**

“RAINBOW VALLEY INFRADEV PRIVATE LIMITED ”, PAN – AADCR9826K and CIN-U45400WB2008PTC125359 a company under the Companies Act, 2013, Regd. Office at M.G. Road, Ukilpara, P.O. & P.S. Raiganj, Dist.- Uttar Dinajpur, PIN - 733134 a private company limited by share represented by its Directors namely –

- (a) **MR. ARIJIT GHOSH**, S/o. Late Amal Krishna Ghosh, PAN – AHKPG8576A,
- (b) **MR. PRADIPTA KISHORE BHATTACHARJEE**, S/o. Late Prasad Kishore Bhattacharjee, PAN - AFQPB5513G
- (c) **MRS. BARNALI DEY**, W/o. Late Satrughna Dey, PAN – ALCPD0268J,
All are by faith Hindu, Nationality – Indian, Occupation – Business, residents of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, West Bengal, PIN – 733134.

(which term or expression shall unless be repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

(c) **PURCHASERS/ VENDEES means -**

- 1) **MR / MRS.**, S/o. / W/o. D/o., PAN –, by occupation, by faith Hindu / Muslim, residing at, P.S.-, Dist. -, PIN -,
- 2) **MR / MRS.**, S/o. / W/o. D/o., PAN –, by occupation, by faith Hindu / Muslim, residing at, P.S.-, Dist. -, PIN -,
here – in - after called the **PURCHASERS.** ***(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean-and include his legal heir /***

heirs, successor / successors, executor / executors, administrator / administrators, legal representative / representatives and/or assign / assigns).

(d) TITLE DEED-

WHEREAS the subject matter of Land presently belongs to 'Rainbow Valley Infradev Pvt. Ltd.' & 'Rainbow Associates & Company', with common demarcation, bearing separate LR Khatian being number 21402 & 14885, comprised in one LR Plot being number 1972.

The LR Plot being number 1972 comes from RS Plot numbers 829, 830, 831, 832 & 833.

- A) RS Plot number 829, 830 & 832 was previously belongs to (a) Sukumar Guha, (b) Sushil Kumar Guha, (c) Sudhir @ Subir Kumar Guha, (d) Sucharu Guha and (e) Suraj Kumar Guha all sons of Late Kalu Charan Guha, jointly and severally and their name were recorded in the RS Khatian being number - 141, which was recorded in the year 1972, measuring 0.05, 0.13 & 0.55 acres respectively, thus in the said RS Khatian being number 141, total land recorded measuring 0.73 acres of land for the before stated 3 numbers of plots.
- B) RS Plot number 833 was previously belongs to Smt. Gyanada Sundari Guha wife of Late Kalu Charan Guha, measuring 0.13 acres of land vide RS Khatian being number 198/1 which was recorded in the year 1972.
- c) RS Plot number 831 was previously belongs to Sri Sucharu Guha, measuring 0.05 acres of land, vide RS Khatian number 3630 which was recorded in the year 1972.

(A) (B) From the above it revealed that the entire 4 numbers of RS Plots measuring total 0.86 acres of land belongs to all sons of Kul Chandra Guha, Gyanada (their mother) and Sucharu (one of their brother), and (C) rest 0.05 acres belongs to one brother namely Sucharu. Thus in total A+B+C measured as 0.91 acres.

After the death of their mother namely Gyanada Sundari Guha, (B), all the heirs as stated in the RS Khatian being number 141 (A) a,b,c,d,e, inherited the property of their mother. Subsequently (A)(b) Sushil Kumar Guha also died living behind (b/i) Juthika Guha (wife) and son (b/ii) Subrata Guha inherited the property. Subsequently all the legal heirs of deceased Gyanada Sunadari Guha and Kalucharan Guha, i.e. (a) (b/i) (b/ii) (c) (d) (e) partitioned the land {(A)+ (B)} measuring 0.86 acres of land, by meats and bound registered partition deed being number 3593 for the year 1976. It is here pertinent to mention that the said RS plot being numbers 829, 830, 832 & 833 comes from CS Khatian which was belongs to Kalu Chanran Guha and his wife Gyanada Sundari Guha vide CS Khatian being number 141 & 198/1, as in the RS stage, no change had been done save and except inclusion of legal heirs are done by the office concern. But the RS plot number 831 was recorded separately being individual ownership vide RS Khatian number 3630. By that dint of partition deed as made by all RS Tenants from RS Khatian number 141 along with all legal heirs of Gyanada Sundari Guha vide RS Khatian number 198/1, the respective lands by which Sukumar (a) got 0.2946 acres, heirs of Sushil (b/i), (b/ii) got 0.1487 acres, Subir @Sudhir (c) got 0.1066 acres, Sucharu (d) got 0.1638 acres, Suraj (e) got 0.1473 acres, as per equal valuation of the land.

Thereafter, during separate demarcated possession, Sucharu (d) sold out 6 anna 16 gonda, i.e. 3595.9 square feet of land (0.0825 acres) in favour of Subir @Sudhir (c) by way of registered sale deed being number 1053 for the year 1976. Thus Subir @ Sidhir (c) got total $0.1066+0.0825= 0.1891$ acres of land and Sucharu (d) holds $\{(0.1638+ 0.05) -0.0825\}= 0.1313$ acres of land.

Soon after, Subir @Sudhir (c) died intestate living behind his two sons namely Satirtha (c/i), Shankar (c/ii) and three daughters namely Sanghamitra (c/iii) Sanjukta (c/iv) Sumita (c/v), as only legal heirs. Subsequently Satirtha (c/i) also died living behind his wife namely Anjana (c/i/1) and son namely Sujay (c/i/2) as legal heirs. Thus all the above heirs of deceased Subir @ Sudhir (c) got 0.1891 acres.

*** Present land owner namely Rainbow Associates & Company acquired only 308 square feet of land, from above stated (c/i/1) (c/i/2) (c/ii) (c/iii) (c/iv) & (c/v) by way of registered sale deed being number 1549 for the year 2019, through Anjana (c/i/1) as attorney of Sujay (c/i/2) and rest by them self.

After that, said Sucharu (d) died intestate being unmarried living behind his brothers namely Sukumar (a) and Suraj (e) as legal heirs, as Subir (c) and Sushil (b) died predeceased; by which each get 0.0662 acres of land Thus Sukumar (a) got $0.2946+0.0662=0.3608$ acres and Suraj (e) got $0.1473 + 0.0656 = 0.2129$ acres.

Sukumar (a) died and before his death he left his testamentary will, where his entire share distributed equally in favour of his two sons and one grandson {as father of the said grandson died before him, i.e. his 3rd son namely Subash (a/iii)}, namely Suhas (a/i) Sambhudhya (a/ii) and Satyaki (a/iii/1). After his death, all above three testator applied grant of Probate before the Court of Law at Raiganj Judicature vide Misc Probate case number 16/2004. But during pendency of the said Misc Case, his one of the son i.e. one of the testator namely Suhas (a/i) also died leaving his last testament where he wished to get his entire share of land in favour of his nephew namely Satyaki (a/iii/1). Thus said Satyaki (a/iii/1) applied for grant of probate before the Court of Law vide Misc Probate case number 06/2008. The two probate case, head simultaneously, and ultimately Ld. Additional District & Sessions Judge (2nd Court) at Raiganj, Uttar Dinajpur on 27/01/2016 passed Letter of Administration of Will in favour of Sambhudhya (a/ii) and Satyaki (a/iii/1) in case number 16/2004 and in favour of Satyaki (a/iii/1) in case number 06/2008. By that dint of two wills, the property owned by Sukumar (a) distributed in favour of Sambhudhya (a/ii) in 1/3 share of land and in also in favour of Satyaki (a/iii/1) in 2/3 share of total land, that is to say 0.3608 acres of land.

*** Present land owner Rainbow Valley Infradev Private Limited acquired 24.063 decimal of land from Satyaki (a/iii/1) through registered sale deed being number 12792 for the year 2017 with valid consideration, at the same time.

*** Present land owner Rainbow Associates & Company acquired 12.025 decimal of land from Sambhudhya (a/ii) by way of registered sale deed being number 12790 for the year 2017 with valid consideration.

The above two title deeds as acquired by the two Artificial Person i.e. present land owner, in one common boundary. That means the land measuring total 36.08 decimal jointly.

Suraj (e) died intestate living behind two daughters namely Sunanda @ Sunanda Amal Dey (e/i) Srilata (e/ii) and three sons namely Sudipta (e/iii) Soumadipta (e/iv) Sudhya Satya (e/v), inherited the entire property measuring total 0.2129 acres.

*** Present land owner Rainbow Associates & Company, acquired land measuring 0.07356 acres of land from heirs of Suraj (e) i.e. from (e/i, e/ii, e/iii, e/iv, e/v) with valid consideration by way of registered sale deed being number 12791 for the year 2017.

After acquiring the land with absolute valid right title and interest the name of the present land owners has been duly recorded in LR khatian and two new LR khatian being number 21402 & 14885 has been allotted. The land was classified as Bastu as per LR ROR. With intent to start a multi-storied Residential & commercial project, they both, about to reach, joint venture agreement, to complete the project.

After acquiring the land the name of the present land owners (i) RAINBOW VALLEY INFRADEV PRIVATE LIMITED & (ii) "RAINBOW ASSOCIATES & COMPANY" made a

Building Plan No. AUG10/N/CB/PWD-III/RM/2020-21 Dated 11.12.2020, approved by Raiganj Municipality and Fire Safety Certificate issued by The Divisional Fire Officer, Fire Prevention Wing, West Bengal Fire and Emergency Services, vide Memo No.IND/WB/FES/20192020/54152, dated 26.06.2019.

Then, (i) RAINBOW VALLEY INFRADEV PRIVATE LIMITED & (ii) "RAINBOW ASSOCIATES & COMPANY" made a JOINT VENTURE DEVELOPMENT AGREEMENT bearing Regd. No. 180400435 for the year 2023, Vol. No. 1804-2023, Page No. 20460 to 20495, office at A.D.S.R. Raiganj, West Bengal and GENERAL POWER OF ATTORNEY' bearing Regd. No. 180401067 for the year 2023, Vol. No. 1804-2023, Page No. 20973 to 20996, office at A.D.S.R. Raiganj, West Bengal.

- (e) **PREMISES** WHEREAS the land lord / owner and possessor of the piece and parcel of land measuring 43.463 Decimal, Plot No. - RS 829, 830, 831, 832 and 833 corresponding LR 1972, Khatian No - LR 14885 & 21402, J.L. No. - 150, Mouza - Raiganj, P.S. - Raiganj, Dist. Uttar Dinajpur, Raiganj Municipal Ward No. 8 (old) corresponding to 14(New), Municipal Holding No. - 12/17 & 14/14, by virtue of Registered Sale Deed Vide No. 180112792 for the year 2017, 180112790 for the year 2017, 180112791 for the year 2017 & 180401549 for the year 2019 lawfully seized, possessed of and otherwise well and sufficiently entitled to said land and is fully described in the Schedule - A herewith and ever since such possessions by the said owners is actual Khas and Physical of such land acquiring therein permanent transferable and inheritable right title and interest there too. Whereas the boundary lines hereinafter specified in the SCHEDULE - A hereunder written and mentioned as said property along with structures standing thereon and all easements rights which is more fully and particularly be mentioned and described in the FIRST SCHEDULE hereunder written
- (f) **BUILDING** means the B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises according to the material and construction specifications mentioned and described in the Schedule of the Joint Venture Development Agreement and General Power of Attorney, bearing No. 180400435 for the year 2023 & 180401067 for the year 2023, and according to the Building Plan prepared by the "RAINBOW VALLEY INFRADEV PRIVATE LIMITED" & "RAINBOW ASSOCIATES & COMPANY" herein and sanctioned by the Raiganj Municipality bearing no. AUG10/N/CB/PWD-III/RM/2020-21 dated 11/12/2020.
- (g) **BUILDING PLAN** means such plan prepared by the "RAINBOW VALLEY INFRADEV PRIVATE LIMITED" & "RAINBOW ASSOCIATES & COMPANY" herein for the construction of the proposed B+G+5 Multi Stored Residential along with commercial Building upon the said premises and sanctioned by the Raiganj Municipality bearing no. AUG10/N/CB/PWD-III/RM/2020-21 dated 11/12/2020.
- (h) **THE ARCHITECTS** mean such qualified person / persons who have been appointed by the DEVELOPER / CONFIRMING PARTY for both designing and planning the Building constructed on the said premises.
- (i) **Name of the Multi-stored Building -**
The said land is earmarked for the purpose of multi-storied building complex and the said project shall be known as "RAINBOW MANSION".
- (j) **FLOOR SPACE** means the part or portion of the said building whereon or on part whereof any flat or unit or structure which will be constructed upon the said premises and also include if the context so admits a space whereon open car parking space therein.
- (k) **FLAT** means a part or portion of the floor space consisting of bed rooms, living rooms, bath rooms, toilets, kitchen, balcony, etc. and if the context so admits, also one open car parking

space, if any, relating thereto and more particularly described in the Schedule hereunder written.

- (l) **UNIT** means a part or portion of the floor space consisting of covered spaces in the building intended or capable of being exclusively occupied and enjoyed and if the context so admits also one parking space for car, if any, relating thereto and more particularly described in the Second Schedule of this presents.
- (m) **SALEABLE SPACE** means one residential flat and the space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore.
- (n) **COMMON FACILITIES AND AMENITIES** mean and include corridors, roof, stair case, elevator, drive ways, passage ways, overhead water tank, water pump i.e. Sub-marshal, sop kit, sop tank, water outlet, water line and other facilities, which may be mutually agreed unto between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there under as par the West Bengal Apartments Ownership Act, 1972 and its statutory modifications and/or maintenance thereof in force from time to time and Rules framed there under or mutually agreed upon by the LAND OWNER and the owners of Flat/Flats or other spaces.
- (o) **COMMON EXPENSES** mean and include a proportionate share of the cost, charges and expenses for working maintenance, up-keep, repairs and replacement of the common parts including proportionate share of the Municipal Tax, Property tax and other taxes and levies relating to or connected with the said building and the land thereunto belonging and more particularly described in the Schedule of this presents including Electricity Charges for water lifting, well functioning Lift, common passage, stair case lighting, etc.
- (p) **COMMON EASEMENTS** in relating to any flat or unit or space shall mean the easements quasi easements, rights, privileges and appurtenances appertaining to such flat or unit or space for the reasonable enjoyment and occupation of such residential flat or unit or space and more particularly described in the Schedule of this sale and shall also include the reciprocal easements, quasi-easements obligations and duties or like nature of the other residential flats or units or spaces in the said building in or upon such residential flat or unit or space and more particularly described in the Schedule of this presents.
- (q) **PROPORTION** means the proportion of the ratio which the super built-up area of any residential flat or unit or floor space bears to the super built up area of all the residential flats and all the units and all the floor spaces for the time being (including the areas comprising the common parts thereof) of the said building.
- (r) **CO - PURCHASERS** mean the person(s) with some of the said vendors agreed or may agree to transfer and/or transferred by way of conveyance or otherwise any undivided interest in the land comprised in the said property confirmed and shall also include if the context so admits, Vendors in respect of the portions thereof, interests wherein have not been transferred by the Vendors to any person for the time being.
- (s) **PRINCIPAL AGREEMENT** means the Joint Venture Development Agreement and General Power of Attorney, bearing No. 180400435 for the year 2023 & 180401067 for the year 2023 made between the LANDOWNER / VENDOR and the DEVELOPER / CONFIRMING PARTY herein, which is still in force.
- (t) **LAND OWNER'S ALLOCATION** means the area constructed in the Building, which is to be allocated to the LAND OWNER / VENDOR as the Part of LAND OWNERS' allocation in accordance with the terms and conditions of the Joint Venture Development Agreement and

General Power of Attorney, bearing No. 180400435 for the year 2023 & 180401067 for the year 2023 made between the LANDOWNER/VENDOR and the DEVELOPER / CONFIRMING PARTY herein, which is still in force, including proportionate share in the common facilities and amenities on proportionate basis, as fully and particularly set out in the said Joint Venture Development Agreement with General Power of Attorney.

- (u) **DEVELOPER/CONFIRMING PARTY'S ALLOCATION** means the remaining constructed area in the Building constructed on the said premises after giving allocation to the LAND OWNER / VENDOR including proportionate share in the common facilities and amenities on pro-rata basis and fully and particularly set out in the said Joint Venture Development Agreement and General Power of Attorney, bearing No. 180400435 for the year 2023 & 180401067 for the year 2023 made between the LANDOWNER/VENDOR and the DEVELOPER / CONFIRMING PARTY herein, which is still in force.
- (v) **PURCHASERS/ VENDEES ALLOCATION** shall mean a self contained complete residential flat in habitable condition as fully described in the SCHEDULE - B of the B+G+5 Multi Stored Residential along with commercial Building namely "**RAINBOW MANSION**" constructed upon the said premises according to the building plan sanctioned by the Raiganj Municipality B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises situated at District. Uttar Dinajpur, A.D.S.R. Office Raiganj, West Bengal, P.S. - Raiganj, Raiganj Municipal Ward No. - 14, Mouja - Raiganj, J.L. No. - 150, Plot No. - RS 829, 830, 831, 832 and 833 corresponding LR 1972, Khatian No - LR 14885 & 21402, Area of the land 43.463 Decimal, Classification of the land "BASTU" together with impartial undivided proportionate share of underneath land attributable thereto in the premises along with all easement rights and common facilities more fully and particularly mentioned in the SCHEDULE - B hereunder written.
- (w) "**POSSESSION**" means the Indenture made between the parties herein or thereafter as mentioned in these presents and the PURCHASERS take Possession therein the said residential flat with satisfaction of the Specifications, Elevations, Workmanship, materials and the LANDOWNER/VENDOR and the DEVELOPER / CONFIRMING PARTY already hand over the said possession.

AND WHEREAS the LANDOWNER / VENDOR herein is the sole and absolute owner of ALL THAT piece and parcel of a plot of land and property containing by an estimation of 43.463 Decimal, be the same and/or a little more or less of homestead land and all easement rights comprised in Plot No. - RS 829, 830, 831, 832 and 833 corresponding LR 1972, Khatian No - LR 14885 & 21402, P.S. Raiganj, Mouja - Raiganj, J.L. No. 150, within the limits of Raiganj Municipal Ward No. 14, within the boundary lines hereinafter specified in the SCHEDULE - A hereunder written and mentioned as SAID PROPERTY, thereon and all easement rights which is more fully and particularly mentioned and described in the SCHEDULE - A hereunder written, which land lord had purchased by virtue of Regd. Sale Deed Vide No. 180112792 for the year 2017, 180112790 for the year 2017, 180112791 for the year 2017 & 180401549 for the year 2019 and was absolutely seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land which was used and occupied by LAND OWNER. Hereinafter the allocation of the present Purchaser is referred to as SCHEDULE-B.

AND WHEREAS the LANDOWNER / VENDOR herein mutated their name in respect of the aforesaid property of himself and paying Govt. Rent in respect of the said property.

AND WHEREAS the said property of the LAND OWNER / VENDOR herein is free from all sorts of *encumbrances, charges liens, lis-pendent mortgage* and/or acquisition or requisition and the said property is not at all subject matter of Civil and Criminal proceedings and is/are not pending in any Learned Criminal and Civil Courts within the Jurisdiction of the said property or elsewhere which are more fully and particularly in the SCHEDULE - A written hereunder.

AND WHEREAS the aforesaid LANDOWNER / VENDOR herein, being the sole and absolute owner as well as user and occupier of the said property, have made up their mind to develop the said property situated at Khatian No - LR 14885 & 21402, Plot No. - RS 829, 830, 831, 832 and 833 corresponding LR 1972, P.S. Raiganj, Mouja – Raiganj, J.L. No. 150, within the limits of Raiganj Municipality Ward No. 14, in the District of Uttar Dinajpur, by constructing a B+G+5 Multi Stored Residential along with commercial Building i.e. “**RAINBOW MANSION**” upon the said premises, according to the building plan sanctioned by Raiganj Municipal Authority, but due to financial stringency or paucity of fund and due to insufficiency of knowledge as well as experience, have sought the professional expertise with financial soundness of a DEVELOPER who can undertake the responsibility of construction of such building upon the said premises at his own arrangement and expenses.

AND WHEREAS upon the aforesaid representation of the LANDOWNER/ VENDOR herein, and/or subject to verification of title of himself concerning the said property the DEVELOPER has agreed to develop the said property by constructing a new B+G+5 Multi Stored Residential along with commercial Building i.e. upon the said premises according to the building plan sanctioned by Raiganj Municipal Authority and they have entered into a Joint Venture Development Agreement and General Power of Attorney, bearing No. 180400435 for the year 2023 & 180401067 for the year 2023 for developing the said premises by constructing a building thereon in accordance with the terms and conditions mentioned therein.

AND WHEREAS the DEVELOPER has intended to commercially exploit the allocation of himself as mentioned in the said Joint Venture Development Agreement & General Power of Attorney, made between the LANDOWNER / VENDOR and the DEVELOPER / CONFIRMING PARTY, herein, which is still in force, in the said B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises according to the building plan sanctioned by Raiganj Municipal Authority and the LANDOWNER / VENDOR has agreed to transfer the impart-able undivided proportionate share of land attributable thereto for the terms and conditions mentioned therein.

AND WHEREAS in terms of the said Joint Venture Development Agreement & General Power of Attorney the DEVELOPER therein was entitled and empowered to sell the above referred the SCHEDULE - B together with the undivided importable proportionate share of underneath land being constructed at premises of the LANDOWNER / VENDOR as fully described in the SCHEDULE - B hereunder written as the LANDOWNER / VENDOR has agreed to transfer, by way of above mentioned Joint Venture Agreement with General Power of Attorney, the undivided proportionate share of land attributable thereto.

AND WHEREAS the DEVELOPER has intended to sell a self contained complete residential flat along with one open garage from the DEVELOPER'S allocation as per the said Joint Venture Development Agreement & General Power of Attorney, which is more fully and particularly described in the SCHEDULE – B, hereunder written and hereinafter be referred to as the SCHEDULE - B in the said B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises according to the sanctioned building plan and the PURCHASERS / VENDEES have intended to purchase the ‘ONE RESIDENTIAL FLAT’ and the PURCHASERS / VENDEES, being bonafied purchaser and prima facie satisfied with the title of the LANDOWNER / VENDOR herein and the rights of the DEVELOPER/ CONFIRMING PARTY herein and after inspection of all the relevant documents relating to the SCHEDULE - A PROPERTY including the Sanctioned Plan herein have made a proposal to the DEVELOPER / CONFIRMING PARTY herein for purchasing the ‘ONE RESIDENTIAL FLAT’ and the DEVELOPER / CONFIRMING PARTY herein has accepted the said offer of the PURCHASERS / VENDEES herein and agreed to sell the ‘ONE RESIDENTIAL FLAT’ to the PURCHASERS / VENDEES herein on a reasonable consideration money of Rs.= 00 (Rupees) only and on the terms and conditions as settled in between themselves and the LANDOWNER / VENDOR has agreed to transfer the undivided proportionate share of land attributable thereto fully and particularly described in the SCHEDULE - B hereunder written, hereinafter referred to as the ‘ONE RESIDENTIAL FLAT’ more

fully and particularly mentioned in the SCHEDULE - B and the parties herein have entered into an Agreement for Sale on day of 202..... for the terms and conditions as mentioned therein.

AND WHEREAS as the building is already constructed by the DEVELOPER/ CONFIRMING PARTY herein, he has today delivered the respective possession to the PURCHASERS / VENDEES herein after receiving the full and final consideration money according to the Agreement for Sale.

AND WHEREAS it has been agreed upon by and between the LANDOWNER/ VENDOR, the DEVELOPER / CONFIRMING PARTY and the PURCHASERS / VENDEES herein that the LANDOWNER / VENDOR shall sell the undivided proportionate share of land in respect of

the said plot of the land in favour of the PURCHASERS and the DEVELOPER / CONFIRMING PARTY shall transfer the 'FLAT' more fully and particularly mentioned in the SCHEDULE-B hereunder written after receiving the full and final consideration money of Rs. = 00 (Rupees) only towards the cost of the 'ONE RESIDENTIAL FLAT' along with superstructure and along with undivided proportionate share of underneath land to be paid to the DEVELOPER / CONFIRMING PARTY in the Credit of himself as per the said Joint Venture Development Agreement & General Power Of Attorney, as mentioned in memo of consideration hereunder written free from all encumbrances and the PURCHASERS / VENDEES shall purchase the 'ONE RESIDENTIAL FLAT' more fully and particularly mentioned in the SCHEDULE - B herein together with common parts thereof and the common amenities and the common conveniences relating to the same along with proportionate undivided share of land relating to the said building upon the said SCHEDULE - A mentioned property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement for sale and in total consideration of a sum of Rs..... = 00 (Rupees) only. Purchaser also paid total consideration money to the DEVELOPER herein, as per Memo of Consideration and of the various covenants by the PURCHASERS and the DEVELOPER on behalf of the LANDOWNER / VENDOR herein both hereby grant, convey, sell, transfer, assign and assure to and unto and in favour of the PURCHASERS herein ALL THAT a self contained complete residential flat in habitable condition on the..... Floor of the B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises according to the building plan sanctioned by the Joint Venture Development Agreement & General Power Of Attorney, fully and particularly mentioned in the SCHEDULE - B in the B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises situated at and being Khatian No - LR 14885 & 21402, Plot No. - RS 829, 830, 831, 832 and 833 corresponding LR 1972, P.S. Raiganj, Mouja – Raiganj, J.L. No. 150, within the limits of Raiganj Municipality Ward No. 14, in the District of Uttar Dinajpur, together with importable undivided proportionate share of underneath land attributable thereto in the premises along with all easement rights and common facilities and amenities as particularly shown including sewerage, rain water pipe, well functioning lift, landing, all ways, paths, passage and water courses TOGETHER WITH the benefits of all other rights, liberties, easements, appendages appurtenances and all the estate right, title, interest and property claim whatsoever TOGETHER WITH all amenities and facilities attached thereto or to be provided there with such as common rights in all common spaces, paths and passages, stair and landings attached thereto TO HAVE AND TO HOLD the 'SCHEDULE - B' hereby conveyed to the said PURCHASERS of the FIRST PART absolutely forever in fee simple OR HOWSOEVER OTHERWISE the 'FLAT' now or heretofore is or was situated, butted bounded, called, known, numbered, described and distinguished as per SCHEDULE - B written hereunder TOGETHER WITH undivided proportionate share of interest of land or ground whereupon or

on part whereof the same is erected and built TOGETHER WITH proportionate common share and right of enjoyment of erection, walls, yards, benefits and advantages of other rights, liberties, easements, privileges, appendages and appurtenances whatsoever relating to the 'FLAT' and said

land and premises belonging to or with the or any part thereof or any time hereto for hold, used occupied, accepted, reputed, deemed taken or known as part or parcel of members thereof appurtenant thereto with their and every or is appurtenance AND ALSO WITH the full and fee right and liberty for the PURCHASER/S or their tenants, agents, servants, employee visitors to use in common with the other flat owners or respective area owners and each of their agents, servants employees visitors licensee or assign at all times hereafter by day or night for all purpose connected with the use and enjoyment of the said land and the premises to pass and ingress and outgases including access shall remain open and each of them and each of their servants agents, employees, invitees licensees shall be entitled to the unfettered use of the same, including right to egress and ingress in the common passages and stair ways AND TO LAY underground and/or overhead drains, or their installations under or over the said lands any part thereof belonging to or to be appurtenant thereto and all the estate right title interest claim and demand whatsoever of the said LANDOWNER / VENDOR into and upon the 'FLAT' and premises or any part or parcel thereof and which now are or hereafter shall or may it shall be made available to the PURCHASER/S or their respective legal heirs, executors, successors, administrators, representatives and assigns or any person or persons from whereof LANDOWNER / VENDOR can or may procure the same without action or suit in law or in equity of the OWNER / VENDOR into and upon the 'FLAT TOGETHER WITH proportionate impartibly undivided share of land therein before granted, conveyed or otherwise expressed or intended to be and every part thereof and the reversion or reversions, remainder or remainders and the rents, issues and profits thereof and in every part thereof TO HAVE AND TO HOLD the "FLAT" land and the said PURCHASER/S be absolutely forever free from all encumbrances and assignees' subject to the purchasers' covenants herein mentioned and the terms and conditions and stipulations contained in the SAID AGREEMENT made between the LANDOWNER / VENDOR herein in the manner before mentioned and the said LANDOWNER / VENDOR do hereby and each of his heirs, executors, successors, administrators, representatives and assigns covenant with the said PURCHASERS their respective legal heirs, executors, administrators, represent- tatives and assigns and NOT WITH STANDING any act, deed, matter or thing by the said LANDOWNER / VENDOR done or executed or knowingly suffered to the contrary the said LANDOWNER / VENDOR are lawfully, rightfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said land and premises and every part thereof for a perfect and indefeasible estate or an equivalent thereto free from all encumbrances whatsoever the LANDOWNER / VENDOR now that in himself has good, right, full power and absolute authority to grant, transfer, and convey the said proportionate land and premises TOGETHER WITH the right to use of the "FLAT" by the PURCHASER/S, their respective legal heirs, executors, administrators, representatives and/or assigns shall and may at all time hereafter peaceable and quietly possess and enjoy the "FLAT" and proportionate land and premises and receive the rents, issues and profits, thereof and forever part thereof with the right to sell or any other transfer their share of land and also the 'FLAT' and other common rights and facilities without any lawful eviction interruption claim or demand whatsoever from or by the said LANDOWNER / VENDOR or any person lawfully and equitably claiming from an estate or interest in the 'SAID FLAT' and land and premises from under or in trust for the LANDOWNER / VENDOR or from under any of his predecessor-in-title and that free and clear and freely and clearly and absolutely acquitted exonerated, discharged, saved, harmless kept indemnified against all manners or charges mortgages lease, lispendents, attachments, liabilities encumbrances and whatsoever created made or suffered by the said LANDOWNER / VENDOR or any of his predecessors-in-title or any person lawfully and equitably claiming any estate or interest in the 'FLAT' and or any part thereof under or in trust for the VENDOR or any of his predecessor-in-title shall and will from time to time and in all times hereafter at the request and cost of the said PURCHASER/S or their respective legal heirs, executors, successors, administrators, representatives and/or assigns to do and deeds and things whatsoever for further betterment and more perfectly assuring and premises and every part thereof unto and to the use of the said PURCHASER/S their respective legal heirs, executors, administrators, representatives and assigns manner aforesaid shall or may or reasonably required and VENDOR do hereby for his executors, administrators, representatives and assigns shall remain bound at all times wherever and whatsoever to execute all or any of the deeds or writing in respect of the 'FLAT' only at the request and cost of the PURCHASER/S.

AND the PURCHASER/S shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas without any claim or demand whatsoever from the **VENDOR** or any person claiming through or under him. AND FURTHER THAT the **VENDOR**, his/her heirs, executors, administrators or assigns, covenant with the **PURCHASER/S** his/her heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the **PURCHASER**, his heirs, predecessor, successors administrators or assigns from or against all encumbrances, charges and equities whatsoever.

THE VENDOR, HIS/HER HEIRS, ADMINISTRATORS OR ASSIGNS FURTHER COVENANT THAT HE OR THEY SHALL AT THE REQUEST AND COST OF the **PURCHASER/S**, his/her heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

The purchaser shall enjoy from very execution of this deed as Rayat under Government of West Bengal, with absolute right title khas possession and interest with all such power being absolute owner including mutation in settlement record, number or numbers of any type of transfer, mortgage, use or uses etc. without my any further objection whatsoever, in any point of time.

Purchaser shall not store or carry on business of any inflammable or combustible or explosive substance in his shop room. The purchaser shall not store any fertilizer or any articles which may damage or deteriorate the condition of the building. Purchaser will also not store, in the room or carry on business of any goods won in contrived or prohibited by any law without proper license or permit therefore.

“ SCHEDULE – A ”

ALL THAT piece and parcel of a plot of land and property containing by an estimation of 43.463 decimal appertaining to Khatian No. - LR 14885 & 21402, Plot No. - R.S. 829, 830, 831, 832 and 833 corresponding to LR 1972, Mouja – Raiganj, J.L. No. 150, Classification of the land “BASTU” within the limit of Raiganj Municipal Ward No. 14, P.S. Raiganj, District Uttar Dinajpur, A.D.S.R. Office Raiganj, West Bengal, Name of the Apartment – “RAINBOW MANSION” along with the B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises according to the sanctioned building plan together with all easement rights attached thereto.

The property is butted and bounded by -

ON THE NORTH BY : House of Sri Sidhatha Kumar Basu & others.
ON THE SOUTH BY : Smt. Mukta Basu & others
ON THE EAST BY : Thana Road (16 ft. Wide) & Modern Watch Co. & others
ON THE WEST BY : M.G. Road (40 ft. Wide).

“SCHEDULE – B”

(PURCHASER/S ALLOCATION)

Residential Unit

ALL THAT a self contained complete residential flat in habitable condition on the side of the..... Floor of the B+G+5 Multi Stored Residential along with commercial Building constructed upon the said premises according to the building plan sanctioned by the Raiganj Municipal authority on 11/12/2020 vide sanctioned Plan No. AUG10/N/CB/PWD-III/RM/2020-21 dated 11/12/2020, being flat no., Floor, admeasuring about Sq.ft. (approx) Covered Area and Sq.ft. (approx) Super built-up area be the same and / or a little more or less in the **Residential Unit out of B+G+5 Multi Stored Residential along with commercial Building** i.e. “RAINBOW MANSION ” constructed upon the said premises situated at and being 43.463 Decimal appertaining to Khatian No. - LR 14885 & 21402, Plot No. - R.S. 829, 830, 831, 832 and 833 corresponding to LR 1972, Mouja – Raiganj, J.L. No. 150, Classification of the land “BASTU” within the limit of Raiganj Municipal Ward No.

14, P.S. Raiganj, District Uttar Dinajpur, A.D.S.R. Office Raiganj, West Bengal, together with undivided proportionate share of underneath land attributable thereto in the premises along with all easement rights and common facilities and amenities as particularly shown below :-

1.	Name of the Purchaser	:-	
2.	Flat Situated	:-	
3.	Flat No	:-	
4.	Area of the Flat		
	a. Covered Area	:-	
	b. Super built Area	:-	
5.	Cost of the Flat	:-	Rs. _____ /= only
6.	Boundary of the Flat	:-	North - South - East - West -

“ SCHEDULE – C ”
(COMMON AREAS)

- I. The Front Space, Back Space and Side Space in the Ground Floor will be used by the **PURCHASERS** commonly with the other co-owners of the building.
- II. Installations of common services such as water, sewerage, ultimate roof, electricity etc.
- III. Sub-marshal, all water pipe lines and all apparatus and installations the said Building for common use.
- IV. Electric wiring and fittings and fixtures for lighting the stair-case, lobby and landing and other common areas in the Building and the said land.
- V. Elevator common to the Building
- VI. Water and soil evacuation pipes from the units to drains common to the Building.

“ SCHEDULE – D ”
(COMMON EXPENSES)

Cost, expenses and out goings and obligations for which all Purchaser/s and Owners are to contribute proportionately.

- I. The expenses of maintaining, repairing, maintaining roof and re-decorating and renewing the Main Structures and the drainage system, sewerage, rain water, discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the **THIRD SCHEDULE** hereto.
- II. The expenses of repairing , maintaining , white – washing and colour washing the Main Structures of the Building including the exterior of the Building and also the common areas of the Building described in the **THIRD SCHEDULE** above written.
- III. The cost of cleaning and lighting the entrance of the Building the passage and space around the Building corridors, stair-case and other common areas.
- IV. The cost of the electric energy for the purpose of the smooth running elevator.
- V. The cost of the proper elevator maintenance and licence renewal.
- VI. Cost of decorating the exterior of the Premises.
- VII. Building Taxes and other Taxes whatsoever as may found payable on account of the said Building. All expenses of common service and in common with common areas and facilities.

- VIII. Such expenses as are necessary for or incidental to the maintenance and up – keeping of the premises and of the common areas facilities and amenities.
- IX. The cost of the security guard & sweeper.
- X. Purchaser should behave well with others co-sharers of the “RAINBOW MANSION ” and obey the rules of the managing committee of the apartment.
- XI. Purchaser is also bound to clear maintenance cost of the managing committee at right time.

IN WITNESS WHEREOF the parties herein put their respective hands and seals on the day month and year first above written.

This Deed contains one Stamp of Rs. 5000/- and 22 bond papers on two witnesses thereon with photo of vendors and purchasers in a bond paper which bears finger prints of both parties submitted herewith.

The all contentions of this sale deed read over and being satisfied and put our Signature in below.

WITNESS :-

1)

Drafted By –

