

DEED OF CONVENIENCE

THIS DEED OF CONVENIENCE is made this 09th Day of August 2023(Two
Thousand Twenty Three)

Contd. P/2

B E T W E E N

WELFARE DEVELOPER, a Partnership Construction Firm, having its registered Office at North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur, represented by its Partners namely, (1) SRI AMBAR BOSE, Son of Late Nitikanta Bose, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur and (2) SMT. LAKSHMI DAS BOSE, Wife of Sri Ambar Bose, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur, and (3) SRI ARUNANGSHU MOHANTA, Son of Late Harendra Nath Mohanta, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur, and (4) SRI. ABHIJIT CHOUDHURY Son of Late Pijush Kanti Choudhury, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur, and (5) SMT. SOMA DUTTA, Wife of Sri Sudipta Dutta, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Balurghat, Police Station : Balurghat, District : Dakshin Dinajpur, and (6) SMT. MOUSUMI GHOSH CHOUDHURY, Wife of Sri Abhijit Choudhury, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur, and (7) SMT. SUCHARITA DAS MOHANTA, Wife of Sri Arunangshu Mohanta, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur, hereinafter called and referred to as “the OWNER” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-Office, executors, administrators, legal representatives and

assigns) of the **FIRST PART**, represented by its constituted Attorneys (1) **SRI. ABHIJIT CHOUDHURY** Son of Late Pijush Kanti Choudhury, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur and (2) **SRI ARUNANGSHU MOHANTA**, Son of Late Harendra Nath Mohanta, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at Village : North Chakbhabani, Post Office Beltalapak, Police Station : Balurghat, District : Dakshin Dinajpur,

AND

SRI. SANDIPAN DEY, son of Late Sunil Chandra Dey, by faith : Hindu, by nationality : Indian, by occupation : Service, resident of Vill. – Buniadpur, P.O. - Buniadpur, P.S. – Banshihari, District : Dakshin Dinajpur, here-in-after called and referred to as “**THE PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND WHEREAS Sri Jogendra Nath Singh, Son of Late Krishnadhan Singh was the lawful owner of **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 29.4 Sataks more or less together with other properties in the portion of Sabek Dag No.1010/1172, under Sabek Khatian No.602 of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur and after his demise his two sons namely Amarendra Nath Singh and Sri Sourendra Nath Singh got the said properties by way of inheritance. That said Sri Amarendra Nath Singh and Sri Sourendra Nath Singh Both Sons of Late Jogendra Nath Singh being the lawful Owners of **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 24.5 Sataks more or less in the portion of Sabek Dag No.1010/1172, under Sabek Khatian No.602 of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, who all by the strength of one registered Deed of Conveyance Being No.2400 for the year 1972, registered in the Office of the

District Sub-Registrar at Balurghat, West Dinajpur presently Dakshin Dinajpur transferred the said properties to one Kalipada Chakborty Son of Upendra Nath Chakraborty and handed over the peaceful possession of the said landed properties in favour of the said purchaser Kalipada Chakraborty. Similarly said owners namely Sri Amarendra Nath Singh and Sri Sourendra Nath Singh Both Sons of Late Jogendra Nath Singh being the lawful Owners of **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 4.9 Sataks more or less in the portion of Sabek Dag No.1010/1172, under Sabek Khatian No.602 of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, who all by the strength of one registered Deed of Conveyance Being No.6798 for the year 1972, registered in the Office of the District Sub-Registrar at Balurghat, West Dinajpur presently Dakshin Dinajpur transferred the said properties to one Kalipada Chakborty Son of Upendra Nath Chakraborty and handed over the peaceful possession of the said landed properties in favour of the said purchaser Kalipada Chakraborty.

AND WHEREAS said Kalipada Chakborty Son of Upendra Nath Chakraborty being the lawful Owners of **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 29.40 Sataks more or less in the portion of Sabek Dag No.1010/1172, under Sabek Khatian No.602 of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, which he had purchased by way of two separate registered sale deed as mentioned above and being lawful owner and possessor of the said landed properties said Kalipada Chakraborty by the strength of one registered Deed of Conveyance Being No.6406 for the year 1973, registered in the Office of the District Sub-Registrar at Balurghat, West Dinajpur presently Dakshin Dinajpur transferred the said properties to one Hiran Bala Saha Wife of Late Netai Pada Saha, and handed over the peaceful possession of the said landed properties in favour of the said purchaser Hiran Bala Saha.

AND WHEREAS said Hiran Bala Saha Wife of Late Netai Pada Saha, being the lawful Owners of **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 29.40 Sataks more or less in the portion of R.S.

Sabek Dag No.1010/1172, under Sabek Khatian No.602 of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, which he had purchased by way of registered sale deed as mentioned above and being lawful owner and possessor of the said landed properties said Hiran Bala Saha by the strength of one registered Deed of Conveyance Being No.567 for the year 2003, (which was executed on 12/06/2000 and registered on 25/02/2003) registered in the Office of the District Sub-Registrar at Balurghat, West Dinajpur presently Dakshin Dinajpur transferred the said properties to one Sunil Chandra Das Son of Sri Gangadhar Das and handed over the peaceful possession of the said landed properties in favour of the said purchaser Sunil Chandra Das. That subsequently the said Sabek Plot no. 1010/1172 has been converted into L.R. Plot no. 1236 and said Sunil Chandra Das duly and correctly got muted his name in the settlement record of rights in the L.R. Khatian No. 8877.

AND WHEREAS said Sunil Chandra Das Son of Late Gangadhar Das of Vill & P.O. Patiram, P.S. Balurhghat, Dist. Dakshin Dinajpur during his peaceful possession and enjoyment shifted his residence at 11 A/1 A Mahendra Chatterjee Lane, P.O. & P.S. Topshia, Dist. North 24 Pargana, Kolkata-700046 duly executed on Registered Power of Attorney vide no. 559 for the year of 2021 registered at the office of the Additional Registrar of Assurance- III, Kolkata which was entered into the Book No. I, C.D. Volume No. 1903-2021, Page No. 34182-34203 in favour of his wife Smt. Sewli Das Wife of Sri Sunil Chandra Das of 11 A/1 A Mahendra Chatterjee Lane, P.O. & P.S. Topshia, Dist. North 24 Pargana, Kolkata-700046 in respect of the said land properties i.e. **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 29.40Sataks more or less in the portion of L.R. Dag No.1236, L.R. Khatian No. 8877, of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, with all powers including the power to transfer the said landed properties.

AND WHEREAS said Sunil Chandra Das Son of Late Gangadhar Das of Vill & P.O. Patiram, P.S. Balurhghat, Dist. Dakshin Dinajpur presently residing at at 11 A/1 A Mahendra Chatterjee Lane, P.O. & P.S. Topshia, Dist. North 24 Pargana,

Kolkata-700046 through his Power of Attorney Holder namely Smt. Sewli Das through Registered Power of Attorney vide no. 559 for the year of 2021 registered at the office of the Additional Registrar of Assurance- III, Kolkata which was entered into the Book No. I, C.D. Volume No. 1903-2021, Page No. 34182-34203 transferred the properties i.e. **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 21.25Sataks more or less in the portion of Sabek Dag No. 1010/1172 and L.R. Dag No.1236, L.R. Khatian No. 8877, of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, duly entered into agreement to sale of the said land by virtue of registered Deed of Agreement to sale bearing no. 925 for the year of 2021 registered at the office of the A.D.S.R.(Sadar), Balurghat, Dist. Dakshin Dinajpur which was entered into the Registered Book No. I, C.D. Volume No. 1702-2021, Page No. 16851 to 16877 with the present owners i.e. with the WELFARE DEVELOPERS and handed over the possession of the said vacant landed properties in favour **WELFARE DEVELOPERS**.

AND WHEREAS later on said Sunil Chandra Das, Son of Late Gangadhar Das of Vill & P.O. Patiram, P.S. Balurghat, Dist. Dakshin Dinajpur presently residing at at 11 A/1 A Mahendra Chatterjee Lane, P.O. & P.S. Topshia, Dist. North 24 Pargana, Kolkata-700046 through his Power of Attorney Holder namely Smt. Sewli Das through Registered Power of Attorney vide no. 559 for the year of 2021 registered at the office of the Additional Registrar of Assurance-III, Kolkata which was entered into the Book No. I, C.D. Volume No. 1903-2021, Page No. 34182-34203 transferred the properties i.e. **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 21.25Sataks more or less in the portion of Sabek Dag No. 1010/1172 and L.R. Dag No.1236, L.R. Khatian No. 8877, of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, by virtue of registered sale deed bearing no. 2009 for the year of 2021 registered at the office of the A.D.S.R.(Sadar), Balurghat, Dist. Dakshin Dinajpur which was entered into the Registered Book No. I, C.D. Volume No. 1702-2021, Page No. 35567 to 35593 in favour of the present owners i.e. in favour of WELFARE DEVELOPERS and

handed over the possession of the said vacant landed properties in favour of **WELFARE DEVELOPERS.**

AND WHEREAS later on said Sunil Chandra Das Son of Late Gangadhar Das of Vill & P.O. Patiram, P.S. Balurghat, Dist. Dakshin Dinajpur presently residing at at 11 A/1 A Mahendra Chatterjee Lane, P.O. & P.S. Topshia, Dist. North 24 Pargana, Kolkata-700046 through his Power of Attorney Holder namely Smt. Sewli Das through Registered Power of Attorney vide no. 559 for the year of 2021 registered at the office of the Additional Registrar of Assurance-III, Kolkata which was entered into the Book No. I, C.D. Volume No. 1903-2021, Page No. 34182-34203 transferred the properties i.e. **ALL THAT** piece and parcel of one demarcated and separated plot of bastu land measuring 08 Sataks more or less in the portion of Sabek Dag No. 1010/1172 and L.R. Dag No.1236, L.R. Khatian No. 8877, of Mouza : Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, by virtue of registered sale deed bearing no. 2106 for the year of 2021 registered at the office of the A.D.S.R.(Sadar), Balurghat, Dist. Dakshin Dinajpur which was entered into the Registered Book No. I, C.D. Volume No. 1702-2021, Page No. 38081 to 38108 in favour of the present owners i.e. in favour of WELFARE DEVELOPERS and handed over the possession of the said vacant landed properties in favour WELFARE DEVELOPERS.

AND WHEREAS the WELFARE DEVOLOPERS, the Owner herein, got possession of the said bastu land measuring 29.25 Sataks more or less by the strength of the said registered Deed of Conveyances as mentioned above and subsequently the name of the Present owner has been mutated and recorded in the Land Reforms Settlement, State of West Bengal in respect of the said bastu land measuring 29.25 Sataks more or less in L.R. Dag No.1236, under L.R. Khatian No. 9350 of Mouza Dakra, J.L. No. 105, Police Station : Balurghat, District : Dakshin Dinajpur, in the said L.R. Settlement and the Record of Rights had been published by the State of West Bengal in the name of the present owner who uses to pay the rents and/or khajnas before the Collector of Dakshin Dinajpur in respect of the said bastu land as the lawful sole Owner thereof.

AND WHEREAS the name of the said **WELFARE DEVELOPERS**, the Owner herein, had been mutated and recorded in the records of the Balurghat Municipality in respect of the said bastu land and after the said mutation, the said bastu land had been known, numbered and distinguished as being Municipal Holding No.2/1(22-23)/N, under Balurghat Municipal Ward No.03, in the records of the said Municipal Office in its name and the owner has been paying the Municipal taxes in the said Municipal Office in respect of the said bastu land with structure regularly as the lawful sole Owner thereof within the limits of the Balurghat Municipality, under Municipal Ward No.03, Police Station : Balurghat, District : Dakshin Dinajpur, as a lawful, sole and absolute Owner.

AND WHEREAS the Owner herein desired to for constructing of multistoried Building thereon in the said purchased and possessed and recorded properties which is under the exclusive possession of the present owner and the said properties has been described in the Schedule A of this indenture which is free from all encumbrances, charges, liens etc. and also having good marketable title of the Vendors owners to transfer the said property and/or any part thereof to anybody by the present owner after making construction of the said Multistoried Building thereon.

AND WHEREAS one Building Plan had been prepared by the Owner herein for the construction of one B+G+7 storied Building consisting of different type of Flats, Car Parking Space/s etc. at the said Municipal holding and the said Plan had been deposited before the authority of the said Balurghat Municipality in respect of the said land at the said Municipal holding for the sanctioning the same in favour of the Owner herein.

AND WHEREAS a plan for construction of Commercial and Residential unit over the above scheduled land which is described in Schedule A has already been obtained by the Owner/ from the Balurghat Municipality, vide No. **16/W-03/M.ROY/2023** in the name of the Owner (Hereinafter called and referred to as

the said plan) and the Owners of the Firm has already commenced construction work of the said new building at the said premises.

AND WHEREAS the purchaser has considered the sanction plan of the said new building and is desirous of acquiring one Residential unit and approached the Owner to sell and transfer to the purchaser on ownership basis all that Flat/Unit as more fully and particularly mentioned and described in the Schedule & hereunder written to be constructed by the Owner on the said plot of land mentioned herein above together with proportionate indivisible undivided share in the land below the said building together with the proportionate indivisible share in common parts of the said building hereunder stated, to which the Owner has agreed at or for the consideration and on the terms & conditions hereinafter stated.

AND WHEREAS Owner is entitled to inter alia ALL THAT RESIDENTIAL space being identified as **FLAT No. 01 on the Second Floor** at the said premises, including the common area in the said premises having right to sale, transfer the same with further right to receive entire sale proceeds of the Flat/Room and the Purchaser being desirous of purchasing and/ or owing the said **FLAT No. 05 & 06** on the **Second Floor** of the upcoming Building having an area measuring more or less **1132 sq ft** saleable area on the **Second Floor** at said premises, more particularly described on the SCHEDULE B hereunder written with right of undivided proportionate share in the common areas like stairs, stairs landing and installations of the building comprised in the said premises attributable to the said commercial space (herein after collectively referred to as "the said unit and the rights and properties apartments thereto) having approached the Owner to sell the same to the purchaser

AND WHEREAS as the Owner/Developer agreed upon and the purchaser is ready to purchase the said unit and the right and properties appurtenant thereto, free from all encumbrances for the consideration and on the terms and conditions hereinafter appearing

AND WHEREAS the area of the said Flat/unit has been given on an approximate basis. The final measurement will be given by the Architect of the Owner after the building is completed including the common services like right to ingress and egress and right in stairs and stairs landing and the other common areas At the time if the area increases or decreases, price of the cost of the construction will be adjusted accordingly as per increased or decreased, however the measurement of the Architect of the Owner/Developer will be final and binding on both the parties.

AND WHEREAS the Flat/unit shall mean the **Residential/Commercial** and or other spaces intended to be built and constructed by the Owner as described in the SCHEDULE B hereinafter written.

AND WHEREAS common parts shall mean and include the parts and equipment's provided and/or reserved in the said land and/or in the said Building for common use and enjoyment as described in SCHEDULE C hereinafter written.

AND WHEREAS common expenses more fully mention in SCHEDULE D hereunder written shall mean and include all expenses to be incurred for the maintenance, management and upkeep of the said premises to be paid proportionately by the purchaser and the common expenses of the marketing committed which would be framed.

AND WHEREAS common purposes shall mean and include the purposes of Managing and maintaining the said premises and the building thereto and in particular the common areas and installations if any, and reconditions of Common Services, if any.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. AGREEMENT

The Owner hereby agree to sell and transfer to the purchaser or its nominee/assigns Residential Space on the **Second Floor** of the upcoming Building more fully described in **SCHEDULE B** hereto within the project area together with the proportionate, undivided and indivisible share in the land and including proportionate share in the common areas more fully described in Schedule C hereinafter referred to as said properties.

2. CONSIDERATION

In consideration of payments of contraction cost promised and covenants hereinafter contained in the part of the Purchaser to be over and performed the Owner has agreed to sell to the Purchaser the **FLAT No. "05&06"** on the Second Floor of the upcoming Building measuring approximately more or less **1132 sq. ft.** saleable area with the common areas and the total consideration of the said that is agreed by the parties hereto is **Rs 26,03,600/- (Rupees Twenty Six Lac Three Thousand Six Hundred only)** for the residential Flat and **Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only)** for the purpose of proportionate share of expenses of installation of transformer, generator and two lifts Total **Rs 27,53,600/- (Rupees Twenty Seven Lac Fifty Three Thousand Six Hundred only)**. The terms of payments shall be detailed in **SCHEDULE C** hereunder written and works specification of the Fiat Room is detailed described in **SCHEDULE** hereunder.

3. POSSESSION

The Owner shall complete the said development and handed over the possession to the Purchaser within 30 months from the date of execution of this indenture along with all rights and interests and all other appurtenances thereto for beneficial use of the said Fat /Room. After handing over the possession of the said Flat/Room, the Purchaser shall have the right to work at the said

portion and on due time the Developer shall provide the photocopy of the Completion Certificate issued by the Balurghat Municipality to the Purchaser

4. COMPLIANCE

The Owner will obey and execute all statutory compliances for the purpose of smooth development and hassle free completion of project

5. NOMINATION

The Owner hereby covenant the Purchaser shall be entitled to transfer its right and interest in the subject matter of this Agreement for Sale unto its nominee/assigns and the Purchaser herein and execute and register agreements and conveyances in their favour without and further consideration against the units/ place of the said subject matter subject to payment of entire consideration money in the meantime.

6. SPECIFICATION

The Owner shall construct the building and develop the Common Areas in the Premises, in accordance with the plan and the specifications specifically mentioned in **SCHEDULE F** hereunder

7. ASSOCIATION

The Owner shall form an association of the said Building after all the Flats & Commercial places will be fully sold out. The Owner also shall cooperate and hand over all necessary documents as per the requirements of the Flats & Commercial places owners of the building for the formation and smooth operation of the said association.

8. BANK LOAN

For the purpose of acquiring the Flats/Commercial places, the Purchaser or his/her/their nominee/assigns shall be entitled to apply for and obtain financial assistance from Banks and other Financial Institutions and the Owner/Developer shall be deemed to consent to the same and shall not be entitled to raise any objection thereof but in no circumstance's the Owner/Developer shall be financially liable for such act of the Purchaser

OBLIGATIONS OF THE OWNER

1. The Owner has a valid marketable title and that the subject matter shall be sold free from all encumbrances but subject to and also together with the usual covenants and easements.
2. The Owner shall not nominate/transfer or alienate it, title and interest in the subject matter to any other third party save and except the purchaser subject to the condition that the purchaser shall in the meantime pay the entire consideration money to the developer as per payment schedule mentioned below.
3. The Owner/Developer shall be obligated to transfer the title of the subject matter by executing and registering conveyances in favour of the purchaser on the date of physical possession of the said unit.
4. The Owner shall be entitled to provide electricity and water connection of each and every unit of the upcoming Building
5. The Owner hereby agrees that there is no embargo on the purchaser to carry on any sort of commercial/residential activity in the scheduled property and the purchaser or his nominee as usual free to operate any sort of commercial/residential activity in the conveyed property
6. The Owner and the purchaser acknowledge that the time is the essence of this agreement and shall complete all their obligations within the respective time stipulated in this agreement.
7. The Owner shall pay all applicable taxes up on the date of possession and registration (whichever is earlier) hereof.

DEFAULT

1. If without any reasonable excuse, the owner fails to comply within time frame for delivery of the subject matter stated in this agreement, the Developer shall be liable to indemnify the purchaser @8% per annum upon the deposited amount of the purchaser.

2. In the event of failure on the part of the purchaser to pay all sums agreed upon, falling due within 7 (Seven) days of service of notice by the Owner, calling for such payment, the purchaser shall pay interest @**24% per annum** on all such sums due. The interest shall be calculated and/or applicable from the date of such default till the date of amount will be paid to the Owner. However at the sole discretion of the Owner such default will be allowed up to 1 (one) month period after which the Owner will be at its liberty to cancel and/or rescind the agreement and upon such cancellation by the Owner due to the negligence on the part of the purchaser the Owner shall refund the amount paid by the purchaser after deduction 20% out of the total amount paid by the purchaser as and by way of liquidated damages and also shall deduct interest amount @ 24% per annum calculated on the installment due for defaulted period after 3 (Three) months from the date of cancellation.

3. In case of any reason whatsoever the purchaser fails to take the said unit /surrenders the unit booked, then in that event the Owner shall refund the amount paid by the purchaser after deducting 15% of the total amount paid as and by way of liquidated damages and also shall deduct interest amount 20% per annum after 3 (three) months from the date of cancellation.

BINDING AGREEMENT AND AMENDMENTS

1. The agreement sets forth the complete understanding between the parties hereto and suspends all previous memoranda, understandings, letters of intent and documents exchanged if any, between the parts hereto regarding the subject matter hereof.

2. No addition, changes venation or modification of the terms and conditions set forth herein shall be valid unless they are mutually agreed to by both the parties and are reduced in writing into a supplemental agreement signed by both the parties which shall then from part of this agreement

MUTUAL TERMS

1. It is agreed by and between the parties that Residential Flat being identified as **Flat No.-"05 & 06"** in the Second Floor of the upcoming Building having an area measuring more or less 1132 sq. ft. saleable area on the Second Floor at said premises.
2. Both the purchaser of Residential/Commercial owners will have right to use over all the common passages in the Building.
3. The purchaser herein will pay the maintenance charges at per with the respective residential/commercial owners (as per actual usages) and shall also pay all other statutory taxes, levies as would be applicable.
4. The purchaser herein along with other occupiers of the upcoming new Building shall not have any right to block or obstruct any common passages at the said premises but the Owner shall have the right, to do so, so long the utility provided to the purchaser shall not be obstructed and/ or hampered by such act of the Owner.

SEVERABILITY

In the event any terms or part of this agreement is held to be illegal, unenforceable or invalid then said term/s or part shall be struck out and all remaining provisions shall remain in full force and effect.

ASSIGNMENT

The purchaser shall be entitled to assign its rights and interests in the instant agreement to any nominee or assign

THE PURCHASER DO HEREBY COVENANT WITH THE OWNER as follows-

1. Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Owner.
2. To pay from the time after completion/handing over the Residential Flat/Commercial places in proportionate share of the common expenses of Market Committee and Building Committee, if any, as will be required.
3. Not to do anything whereby the Owner/Developer's right and liberty is affected.
4. Not to throw any rubbish or stone or any article or combustible goods in the common parts of the building.
5. Not to carry on any obnoxious noisy offensive, illegal or immoral activities in the said unit/flat.
6. Not to cause any nuisance or annoyance to the co-purchaser and/or occupants or the other portions of the said Building and/ or unit.
7. Not to obstruct in any manner the Owner/Developer in construction of the New Building or transferring any right in the land/building or other unit.
8. Not to decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the building in any manner.
9. To observe, fulfill and carry out all its obligations under this agreement regarding the said unit and matters relating thereto.
10. Not to claim any portion or sub-division of the said land or the common parts.
11. Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced by reason of making further construction on the

said premises by the Owner and not to obstructer raise any objection of any nature whatsoever to such construction or any portion thereof.

12. Not to obstruct the Owner and its Surveyors or agents at all reasonable time and upon 48 hours previous notice in writing to the purchaser to enter upon the said unit and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs required to be carried out, to give notice to the purchaser to repair defects within 7 (seven) days of such notice the repairs/defects should be made good and the cost of the purchasers.
13. Be it specifically mentioned here, that the Owner and its successors in office shall have the absolute right to enjoy 50% front road side roof of the building along with parapet wall of the roof of the newly constructed building for any commercial exploitation and in that event the purchaser herein along with other occupiers shall not create any hindrance or make any objection whatsoever and the purchaser herein along with other occupiers in the building at the said premises shall commonly enjoy the remaining area of the roof hereinafter called and referred to as the Common Block of the Roof.
14. Be it specifically mentioned here that all the deeds and documents in relation to the sale of the flats including this agreement to sale and deed of conveyance arising out of this agreement to sale shall have be prepared and all the works of registration shall have to be done through the Ld. Advocate SRI SUDIPTA DUTTA, BALURGHAT, DIST. DKASHIN DINAJPUR i.e. the Ld. Advocate of the owner firm namely WELFARE DEVELOPER.

DISPUTE RESOLUTION

1. All disputes and differences between the parties hereto in any manner arising out of or relating to this agreement and/or terms hereof shall be referred to a Sole Arbitrator to be appointed jointly by the Owner and the Purchaser or its nominee/assign.

2. The Arbitrator shall be in accordance with the Arbitrator & Conciliation Act, 1996 as amended.
3. The venue of Arbitration shall be at the choice of the parties and language of the Arbitration would be in English.
4. The Award of the Arbitrator shall be final and binding upon both the parties.

NOTICE

Any notice required to be served hereunder shall be deemed to have been sufficiently served on which the same is received by the purchaser at his/her/their last known address and vice-versa delivered through the postal authorities for transmission and/or through any electronic medium.

THE SCHEDULE A ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

All that piece and parcel of Bastu land measuring more or less 29.25 Decimal of land situated at Mouza-Dakra, J.L. No. 105 in LR. Plot No. 1236, in LR Khatian No.9350, in the name of WELFARE DEVELOPERS under Police Station & ADSR Office Balurghat under ward No. 03 (New) of Balurghat Municipality and said property is being known and numbered as Premises No 2/1(22-23)/N, of Balurghat Municipality in the District of Dakshin Dinajpur which is butted & bounded as follows-

On the North-10 ft wide Municipal Road,
On the South-Gour Mohanta & Sunil Mardi,
On the East- 34 Feet width P.W.D. Metal Road,
On the West-Sridam Mondal.

THE SCHEDULE BABOVE REFERRED TO

(DESCRIPTION OF THE SAID FLAT)

ALL THAT residential space on the Second Floor, being identified as being dentined as **FLAT No. "05 & 06"** having an area more or less **1132 Sq. Ft.** super build up & saleable area (covered area plus common. service area) on the

Second Floor of the upcoming multistoried building "**WELFARE APARTMENTS**" with undivided variable proportionate share of land area attributable thereto more fully mentioned in the SCHEDULE A herein above within the local limits of ward No. 03(New) of Balurghat Municipality, being the part and portion of Plan vide Regn. No.- **16/W-03/M.ROY/2023** of Balurghat Municipality in the District of Dakshin Dinajpur WEST BENGAL

SCHEDULE C ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & FACILITIES)

1. The common passage on the all floors, save and except car parking space unless otherwise mentioned Each flat owner can park one bike for free in the parking space), overhead water tank, deep tube well, water pump, water pipes and other common plumbing installations drainage and sewers, boundary walls and main gate, stairs, stairs landing of all floors, roof. Lift, care taker room, Generator space, Transformer, common toilet and such other common facilities as specified by the developer expressly to be common parts of the said new building.
2. The right in common with other purchasers for the use of the common parts for ingress and egress.
3. The right of passage in common with other purchasers to get electricity through or over the said unit or to get water connection from and to any other unit or common parts through or over the said unit as far as it may be reasonably necessary for the beneficial use and occupation of the other parts of the building not to obstructing the common space.
4. Entrance and exit.
5. Common toilet, electrical, if any, on the Ground Floor.
6. Boundary walls, main gate, other gates, if any, of the said property.
7. Drainage, rain water pipes, and sewerage lines/systems and other installations for the same (except those areas of any Flat and/or exclusively for its use).

8. Electrical wiring including meter and main switches and other fittings and fixtures (excluding those as are installed within the exclusively area of any Flat and/or exclusively for its use).
9. Stairs, Staircases, lobbies, staircase landing from the Ground Floor up to the ultimate roof of the said Building.
10. Entrance, entrance passage, lobbies, common space surrounding the Building walls including outer portion, foundation, columns, beams, supporters etc. underground reservoir, overhead water tank, septic tank, electric room, pump room, if any, to be used by the Association and/or Society.
11. Water supply system, including tap water, drainage and sewerage system.
12. The ultimate roof of the said Building.
13. Lift & lift wall.

SCHEDULE D ABOVE REFERRED TO

(Common Expenses)

1. All cost and maintenance, white washing, repairing, redecorating painting, repainting and renovating the outer walls of the upcoming new building.
2. Insurance premium for insuring the upcoming new building, against earth quake, lightening riot or any other natural or man-made calamity etc.
3. The purchaser of Residential Flat shall pay a sum of **Rs. 1,00,000/** for installation of Transformer, Electric Meter and Generator.
4. Six months maintenance charges will be paid in advance @R. 1/sq. ft. as per deed.
5. The Service Charge for CC will be paid by the Purchaser to Owner as per prevailing rate in addition to the above.

6. All costs of maintenance, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing, lighting of the common portion and the common areas of the said Building including the out walls and up-keeping of the said Building at the said premises.
7. The salary of all persons employed, if any, for the common purpose including Security Guard, personal, sweepers, plumbers, electricians etc. for the purpose of the maintenance of the common portions.
8. Municipal tax, Building tax, water tax and other levies in respect of the said Building save and except those are separately assessed on the Purchaser.
9. Costs of formations and operations of the Association and/or Society.
10. Costs of running maintenance repairs and replacement of water pump and other common installations including their license fee, taxes and other levies, if any.
11. Electricity charges for the electricity consumed for the operation of the common services.
12. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
13. The office expenses incurred for maintaining office of the Association and/or Society for common purposes, if any.
14. The cost of the maintenance of the ultimate roof of the said Building.
15. All other expenses, taxes, rates and other levies etc. as are deemed to be necessary or incidental or liable to be paid by the Co-Owners in common including such amount as to be fixed for creating a common fund for replacement, renovation, painting and/or periodic repairing of common portions of the said Building.

16. All expenses and outgoings as may be deemed by the Owner and/or Association/ Committee to be formed by the Owner/Developer to protect the right of the purchasers/owners.

17. All expenses referred to above shall be borne and paid proportionately by the purchaser on and from the date of taking possession of the respective unit

SCHEDULE E ABOVE REFERRED TO

[Rate of the Unit]

The purchaser hereby agrees to pay the Owner @ **2300 per sq. ft.** for Super Build up Area of his/her/their unit towards consideration or acquiring the said unit which includes the construction cost of the said unit and the same shall be paid by purchaser to the Owner in the following manner-

Total consideration for Flat No "05 & 06" of Second Floor is with the common areas and the total consideration of the said that is agreed by the parties hereto is Rs 26,03,600/- (Rupees Twenty Six Lac Three Thousand Six Hundred only) for the residential Flat and Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only) for the purpose of proportionate share of expenses of installation of transformer, generator and two lifts Total Rs 27,53,600/- (Rupees Twenty Seven Lac Fifty Three Thousand Six Hundred only).

At the time of execution of agreement the purchaser will give sum of Rs. 10,00,000/- (Ten Lac) out of total consideration money.

1. At after getting Bank Loan the Purchaser will gave the rest amount of total consideration money in favour of the Owners.

The service Tax or GST (as applicable) will be paid by the Purchaser to Owner as per prevailing rate in addition to the above

SCHEDULE F ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION of Construction & Interior work)

GENERAL :-

R.C.C. framed structure Building (B+G+7) as per design of the Architect.

EXTERNAL WORKS :-

5" thick wall and all inside walls will be of 3" thickness.

FLOORINGS :-

Floors of all rooms, verandah, kitchen and toilet will be of marble (Size 2 feet x 2 feet) having skirting upto 4" height of the same things. Dado of the toilet upto the height of the 6' will be of good quality glazed tiles.

TOILETS :-

The following things will be provide in the toilets :-

- One Indian and/or one western type with W.C. including P.V.C. cistern in each toilet.
- One shower in each toilet.
- Two bib cock in each toilet.
- One basin in each toilet.

KITCHEN :-

The cooking table will be black stone(Max size 2.5 Feet wide and 6 feet long). Glazed tiles up to the height of 2' above the cooking table will be provided. Floor of kitchen will be good quality glazed tiles. One black stone finished sink and two bib cock will be provided in the kitchen.

DOORS :-

Doors frames will be of good quality wood. The door shutters will be of flushed type of good quality commercial ply. The door frame and door shutters of bathroom will be of P.V.C.

WINDOWS :-

All windows (excluding window of the dining space or drawing space) will be of aluminum sliding window.

WATER LINE :-

Provision of deep tube-well will be there. All water lines will be surface type and G.I./P.V.C. pipes of standard dimensions quality will be provided.

ELECTRICITY :-

All electrical lines will be concealed. Three light, one fan and one plug point will be provided in each room and dining-cum-living room. One light point will be provided in each toilet and balcony respectively. One 15amp. plug point will be provided in each Flat.

STAIRCASE :-

Grey situ mosaic/tiles.

HARDWARE :-

Each bedroom and bathroom inside outside. T. bolt, balcony T. bolt on inside. Nickle hatch bolt only at the main door of the Flat.

INTERIOR :-

Wall plastering and finished plaster of paris, door and window two coats color primer/paints.

FINISHING :-

Outside wall will have snow cem finishing.

LIFT :-

Lift made of reputed Company will be provided.

If the purchaser wants to make any additional works over and above the works specifications herein above then the purchaser have to pay the additional cost of the said work as fixed by the Owner in addition to the above.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Balurghat
in the presence of :-

WITNESSES :-

1.

.....
Signature of the Owner

2.

.....
Signature of the Purchaser

Drafted by me :-

Advocate
District Judges' Court, Balurghat,
Dist. Dakshin Dinajpur, West Bengal 733101.