

DEED OF CONVEYANCE

THIS INDENTURE OF SALE is made this the _____ day of _____, Two Thousand Twenty (2020)

BETWEEN

1. SRI SUBRATA GUHA (PAN: ADHPG0406E), Son of Late Sudhendu Guha By occupation Retired, residing at A/148, H B Town, Central Road, P.O. Sodepur, Kolkata-700110, 24 Parganas(North) **2. SMT. KRISHNA GUHA** (PAN: AVGPG8104Q), Wife of Late Sukalyan Guha, By occupation Housewife, residing at A/148, H B Town, Central Road, P.O. Sodepur, Kolkata-700110, 24 Parganas(North) **3. SMT. GARGI CHOUDHURY** (PAN: AOBPC9600B) Daughter of Late Sukalyan Guha & Wife of Mr. Shamik Choudhury By occupation Housewife, residing at 140/14, N.S.C. Bose Road, Regent Park, Kolkata- 700040, All by Faith Hindu, All by Nationality Indian, hereinafter collectively referred to as the "**LAND OWNERS**" (which term collectively shall unless repugnant to or excluded by the context be deemed to include their respective successors, executors, legal representatives, administrators and assigns) represented by constituted attorneys **1. MR. AVIJIT SAHA** (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, **2. MRS. ARPITA CHATTERJEE** (PAN: AUKPC3674Q) Wife of Sri Arindam Chatterjee, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 28/1/C, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036 as owners true and lawful Attorneys (hereinafter referred to as the said Attorney) by virtue of Power of Attorneys dated 08th day of November, 2019 which have recorded A.R.A.-IV, as Book No. 1, Pages 512234 to 512265, Volume No.1904-2019, Being No. 190410254 in the year 2019, of the **FIRST PART.**

AND

BINAYAK GROUP (PAN:AAVFB0671R), a Registered Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North), partners namely **1. MR. AVIJIT SAHA** (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, **2. MRS. ARPITA CHATTERJEE** (PAN: AUKPC3674Q) Wife of Sri Arindam Chatterjee, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 28/1/C, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, **3. MR. DEBJIT SAHA** (PAN: ARBPS5945G) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, **4. MRS. RULY KHATUN** (PAN: BOSP2112N) Wife of Mahibur Rahaman, by Faith Muslim, By Occupation Business, by Nationality Indian, Residing at Bikkaltola, P.O. - Lakshmipur, P.S. - Baishnabnagar, Dist, Maldah, West Bengal - 732210, hereinafter referred to as **DEVELOPER** (which term collectively shall unless repugnant to or excluded by the context be deemed to include its successors in office executors, legal representatives, administrators and assigns) being represented by its Partners and Authorised signatories **1. MR. AVIJIT SAHA** (PAN: CFIPS8983R) Son of Sri Basudev Saha, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 39, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, **2. MRS. ARPITA CHATTERJEE** (PAN: AUKPC3674Q) Wife of Sri Arindam Chatterjee, by Faith Hindu, By Occupation Business, by Nationality Indian, Residing at 28/1/C, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, as per Registered Partnership which has recorded in

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Avijit Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

office of Addl. Registrar of Assurances-IV, Kolkata as Book No.IV, Volume No.1904-2019, Being No. 1904 00279 in the year 2019 of the **SECOND PART**

AND

MR. _____ (PAN: _____), Son of _____, by Occupation- _____, Both by faith Hindu, Both by Nationality, residing at _____, hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include their legal heirs, executors, representatives, administrators and assigns) of the **THIRD PART**.

WHEREAS : The land owners herein claims to be the absolute Owners and/or well and sufficiently entitle to ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs more or less comprises of the structures standing thereon being Holding No. 23 & 24(old) 23(new), Central Road, Plot No.148, Block A, P.S. Khardah, P.O. Sodepur Kolkata- 700110 and Postal Address A/148, H.B.Town, Central Road, P.O. Sodepur, Kolkata- 700110, 24 Parganas(North) together with all the rights title interest benefit entitlements attached to the said piece and parcel of land under Police Station Khardah within the local limits of the Panihati Municipality, Ward No.31(new) 20(old), hereinafter referred to as the said Premises and declares that the land owners had acquired the title in the said property in the under written manner.

AND WHEREAS The Governor Of West Bengal acquired certain lands at the instance of the H.B. Industrial Co. Ltd., registered under the Companies Act, now in liquidation, (hereafter to as the said "Company") which has its registered Office at Sodepore within the municipal limits of Panihati in the District of 24 Parganas, for resettlement of refugees and creation of better living condition in mouza Sodepore, Natagarh and Ghola, P.S. Khardah, District 24 Parganas, under the West Bengal Land Development and Planning Act, 1948 and took possession of the said lands on or about the March 1956 whereupon the said lands vested absolutely in the Government of West Bengal (hereinafter referred to as "The Government") free from all encumbrances.

AND WHEREAS Pursuant to the provisions at Sec. 10 of the said Land Development & Planning Act the Company entered into an agreement with the Governor bearing date the 17th day of November 1950 whereby it was agreed inter alia that the Company should pay to the Government all and every compensation that will be payable in respect of the acquisition of said land all costs, charges and expenses of the acquisition proceeding as may be estimated by the collector of West Bengal Land Development & Planning act, 1948.

AND WHEREAS In accordance with the provisions of the said agreement the company deposited with the Collector of 24 parganas Rs. 1,19,185 being part of the costs of acquisition of the said lands and possession of the said lands was made over to the said Company with the right to have the lands transferred to the company upon full payment of the amount of compensation and the costs of lands to bona fide refugees and homeless, Government employees and homeless persons of the State of West Bengal in terms of the said hereinbefore in part recited Agreement.

AND WHEREAS The Company having failed to comply with the terms and conditions of the said therein in part recited Agreement, the Government determined the said Agreement dated the 17th day of November, 1950 entered into between the Company and the Governor with the said land which remained vested absolutely with the Government with the power to dispose them for execution of the scheme .

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AND WHEREAS That 1.Satyendra Guha, 2.Smt. Puspa Guha, 3. Sri Sukalyan Guha, 4.Sri Subrata Guha, & 5. Smt. Anulekha Ghosh, (Sl. No. 1 is the original allottee and Sl. nos. 2 to 5 are successor-in-interest to other meanwhile deceased allottee Late Sudhendu Guha) before termination of the said agreement deposited the requisite money for allotment of a plot of land. Upon an application by those purchaser as above said the Hon'ble Governor vide the Indenture dated 23/09/1987, bearing No 1- 285 registered with Additional District Sub- registered Barrackpore, against the payment of balance amount as decided, transferred and allotted to the said applicants ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs. more or less lying and situate in Mouza - Sodepur Natagarh & Ghola jurisdiction list no. 8,15,14, C.S. plot No. 853 Scheme Plot No.148, under R.S. Khatian No.286, Police station - Khardah, District : North 24 Parganas, under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat.

AND WHEREAS Simultaneously vide another Indenture bearing No. 1-286 dated 23/09/1987, the above allottees did grant transfer and assign to Hon'ble Governor all their rights, title and interest of the sum initially deposited with the above said Development company, with respect to the aforesaid allotted plot by those allottees.

AND WHEREAS Thereafter on 03/10/1989 vide on gift deed 1.Sri Satyendra Guha (Uncle to the Donees and owner of $\frac{1}{2}$ undivided share i.e., 2 k 8 ch.), 2.Smt. Puspa Guha (Mother to the Donees and owner of $\frac{1}{4}$ th of $\frac{1}{2}$ that is $\frac{1}{8}$ th undivided share i.e., 0 k 10 ch.), 3. Smt. Anulekha Ghosh (Sister to the Donees and owner of $\frac{1}{4}$ th of $\frac{1}{2}$ that is $\frac{1}{8}$ th undivided share i.e., 0 k 10 ch.) all as joint Donors gifted, transferred by way of absolute and forever gift all their respective undivided share in the said property of about 5 Kottahs of bastu land along with all the existing structures thereupon jointly in equal share to 1.Sri Sukalyan Guha & 2. Sri Subrata Guha, the Gift Deed was registered A.D.S.R. Barrackpore and recorded in the Book No.1, Volume No.113, Pages 335 to 342 being No.5836 for the year 1989.

AND WHEREAS Thus by virtue of the above gift deed and their own holding as above said both 1.Sri Sukalyan Guha & 2. Sri Subrata Guha jointly became the absolute owner in equal share of ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs more or less lying and situate in Mouza - Sodepur Natagarh & Ghola jurisdiction list no. 8,15,14, C.S. plot No. 853 Scheme Plot No.148, J.L. No.8, under R.S. Khatian No.286, Police station - Khardah, District : North 24 Parganas, under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat

AND WHEREAS Thereafter on 04/10/1989, both the half share holder 1.Sri Sukalyan Guha & 2. Sri Subrata Guha of the said land property divided and partitioned the said property among themselves vide registered Partition Deed(Bengali) was registered A.D.S.R. Barrackpore and recorded in the Book No.1, Volume No.114, Pages 115 to 128 being No. 5863 for the year 1989 where Sukalyan Guha receiving 2 Cottah 6 chittaks 15 sq ft more or less & Subrata Guha receiving 2 Cottah 9 chittaks 30 sq ft more or less along with the corresponding structure thereupon

AND WHEREAS Thereafter two brothers - cum- owners mutated their names in the Panihati Municipality with respect to their respective partitioned property they were allotted separate holding nos 23 & 24 respectively and continued living there with their immediate family and had been paying their respective relevant taxes to various authorities.

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Anil Sah

Partner

BINAYAK GROUP

Arpita Chatterjee

-Partner

AND WHEREAS Thereafter on 11/06/2019, Sri Sukalayn Guha died intestate leaving behind his widow Smt. Krishna Guha & only off-spring married daughter Smt. Gargi Choudhury as his exclusive joint legal successors to his left behind property .

AND WHEREAS Thus now Subrata Guha is absolute owner of 2 Cottah 9 chittaks 30sq ft more or less of land property with structure thereupon having Holding No. 24, H B Town, Central Road, P.O. Sodepur, Plot No.148, Block A, P.S. Khardah, Kolkata-700110 and Postal Address A/148, H.B.Town, Central Road, P.O. Sodepure, Kolkata-700110, 24 Parganas(North) AND Smt. Krishna Guha & Smt. Gargi Choudhury joint absolute owners of the Holding No. 23, H B Town, Central Road, Plot No.148, Block A, P.S. Khardah, Kolkata- 700110 and Postal Address A/148, H.B.Town, Central Road, P.O. Sodepur, Kolkata- 700110, 24 Parganas(North) of land property with structure thereupon under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, by paying taxes upto date.

AND WHEREAS the aforesaid present owners are intended to get construction of a multi-storied building making with a plan sanctioned by the Panihati Municipality at the said land and property comprising of several Flats/Garage but owing the paucity of fund and lack of experiences and knowledge they fail to materials the same.

AND WHEREAS that considering the real situation of the said premises, the Parties hereto of the First Part, have jointly decided to demolish the whole separate two old building and to construct a new multi- storied building in accordance with the plan to be sanctioned by the Panihati Municipality.

AND WHEREAS by the registered Development agreement 08th day of November,2019, which have recorded ARA-IV, as Book No. 1, Volume No.1904- 2019, Pages from 511570 to 511637 Being No. 190410243 in the year 2019 as well as Registered Power of Attorney dated 08th day of November,2019 which have recorded ARA-IV, as Book No. 1, Pages 512234 to 512265 Volume No.1904-2019, Being No. 190410254 in the year 2019 made and entered into between the vendors/Land Owners and **BINAYAK GROUP** (PAN:AAVFB0671R), a Registered Partnership firm having its office at 28/3, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata-700 036, Dist- 24 Parganas (North) being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, Garage, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

AND WHEREAS after entering into the said Registered Development Agreement dated 08th day of November,2019, Present Owners namely Subrata Guha, Smt. Krishna Guha & Smt. Gargi Choudhury have amalgamated two plot as Holding No.23, H B Town, Central Road, P.S. Khardah, Kolkata- 700110 in the District 24- Parganas (North), under panihati Municipality as total land area 5 (Five) Cottahs 0(Zero) Chittacks 0 (Zero) Sq. ft. more or less (Properly mentioned in the First Schedule)

AND WHEREAS The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment , Panihati Municipality as per Sanction Plan Vide No 60 dated 30.09.2020 (G+4 Storied). The

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Anil Kumar

Partner

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Aspita Chatterjee

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Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the West Bengal housing Industry Regulatory Authority at _____ on _____ under registration no _____

AND WHEREAS the construction of the said building to be completed by the said developer within stipulated time mentioned in the Development agreement as per Sanction Plan Vide No 60 dated 30.09.2020 (G+4 Storied) and the said land together with the building standing therein being more particularly described in the schedule hereunder written and hereinafter referred to as the 'said building'.

AND WHEREAS The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been allotted apartment No. _____ having Total Salable area **sq ft**, on floor, as permissible under the applicable law and of pro rata share in the common areas (" **Common Areas** ") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the " **Apartment** " more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule**);

AND WHEREAS The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been allotted self contained independent Flat on the _____ side of the **Ground Floor** of the said building admeasuring **sq.ft.** more or less super built-up area (Carpet Area **sq ft** more or less, Balcony area _____ more or less, salable area **sq ft** more or less), at Holding No. 23 & 24(old) 23(new), Central Road, Plot No.148, Block A, P.S. Khardah, P.O. Sodepur Kolkata- 700110 fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the 'Said Flat' along with undivided proportionate impart able share or interest in the land underneath the said building fully mentioned in the first schedule hereunder written together with all easement rights over all the common areas and common portions in the said building and premises under Developer Allocation.

AND WHEREAS Purchaser has entered into a registered Agreement for Sale with the Developer/Confirming Party on _____ which has registered at A.R.A. IV, Kolkata vide Book No. 1, Volume No. 1904-2020, pages to _____, Deed No _____ for the 2020, under certain terms and conditions written thereunder.

AND WHEREAS presently the construction of the said proposed building on the land as described in the First Schedule is complete with all amenities and facilities like water supply, electric etc. which is referred to hereafter as 'the said Building' as per the said sanctioned building plan at the cost a expenses of the Developer herein

AND WHEREAS The Developer/Confirming Party herein already fulfilled all terms & conditions of the said Development Agreement towards its liability with respect to Owners' Allocation through transfer and handing over of possession of those allocations to their respective owner.

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Partner

AND WHEREAS thereafter the Developer/Confirming Party has become entitled in all respect, as beneficial absolute owner, as it deems fit, to sell, transfer ownership & hand over of possession etc., of all or any of the remaining flats/ units/ shops/ garage/ commercial space etc., falling under the category of 'Developer's Allocation' in the said newly constructed multi-storied BUILDING along with proportionate share of the undivided & impartible interest in the land underneath the said Building & easement rights attached thereto, unto and in favour of the prospective / intending Purchaser(s) / buyer(s) at any rate or price to be mutually decided and execute sale deed to this effect.

AND WHEREAS the Purchaser herein now have requested the Vendor and the Developer herein to complete the process of sale of the said FLAT through execution of registered sale deed against full payment of the consideration money as agreed being paid on or before the execution of the deed.

NOW THIS INDENTURE OF ABSOLUTE SALE WITNESSETH AS HEREUNDER :

That in pursuance of the afore said agreement and in consideration of the said sum of **Rs.** /- (Rupees Only) paid by the Purchaser herein unto the Vendor/Developer on or before execution of these presents the receipt of which sum and every part thereof the Vendor/ Developer doth hereby admits, confirms and acknowledges as the full consideration money and who acquits the Purchaser and his heirs, legal assigns etc. from making any further payments towards sale consideration and also herein provide the requisite receipt annexed hereunder and out of said sum of consideration money the Developer

That in pursuance of the above said agreement for sale and in consideration of the total sum paid by the Purchaser to the Developer/Confirming Party herein on or before the execution of these presents, the receipt of which & every part thereof the DEVELOPER / CONFIRMING PARTY doth hereby admits and acknowledges and also grant a formal receipt, annexed herewith these presents and acquits the AND out of the above mentioned total consideration money a proportionate amount having been appropriated for the construction made by the Confirming Party **AND** the Vendor and Confirming Party do hereby grant, convey, release and discharge to the said Purchaser **ALL THAT** a self contained marble flooring Flat No. admeasuring sq.ft., inclusive of super built up area (which includes covered area of the Unit plus proportionate share in staircase area and 25% super built up thereupon), be it the same a little more or less, comprising of Two (2) Bed Rooms, Dining cum Drawing Room, Kitchen, one(1) Bathroom and One Balcony on the **Floor,** **Side** of the new building and numbered as the municipal at premises/ Holding No. 23 & 24(old) 23(new), Central Road, Plot No.148, Block A, P.S. Khardah, P.O. Sodepur Kolkata- 700110, **AND** firstly the Vendor and the parties to the first part herein jointly and severally as being absolute joint owner of the said Developed Land doth hereby transfer, sell, convey, release, assign and assure the proportionate undivided impartible share of interest in the developed land upon which Building in which 'situates the **FLAT** hereby sold and granted, conveyed, transferred and or assured to be so and secondly & simultaneously the **DEVELOPER/ CONFIRMING PARTY** herein, as the beneficial owner doth hereby transfer, sell, convey, release; assign and assure by way of absolute sale the said Flat **TOGETHER WITH** full and free right for Purchaser his heirs, executors, tenants, servants, agents, visitors and all persons authorized by Flat owner from time to time and at all times hereafter and for all purposes connected with the use and enjoyment of the said Flat / Unit or any part thereof and to pass and re-pass along with the staircase and to use the common areas, portions and facilities and also full and free right and

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liberty for the Purchaser his heirs, executors, successors-in-interest to draw lay, carry all connection including electric telephone etc. as may be deemed necessary by the Purchaser for his best residential use, as they thinks fit, and enjoyment of the said Flat/Unit TOGETHER WITH other rights and liberties, easements, privileges, advantages and appurtenances whatsoever belonging to the said Commercial Space or anywise appertaining thereto or usually held occupied or accepted reputed or known as part of parcel thereof appurtenant thereto AND the reversion and reversions remainder or remainders and rents, issues, profits thereof AND all the estate, right, title and interest inheritance use, trust, possession property claim and demand whatsoever of the Vendors and Confirming Party or into out of and upon the said unit and every part thereof **UNTO AND TO THE USE OF THE PURCHASER AND TO HAVE, TO HOLD, TO POSSESS AND TO ENJOY** the SAID FLAT forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigation's and any other statutory charges which has already been described hereinabove and particularly described in the Third Schedule hereunder written AND hereby granted, sold, conveyed, transferred and confirmed expressed or intended so to be unto and to the use of the said Purchaser his heirs, executors, administrators, assigns absolutely unconditionally forever AND both the Vendor/Owner and Developer/ Confirming Party hereby declare that to the extent of their respective right, title and interest they are seized and possessed of or otherwise well and sufficiently entitled to and have good right, marketable title and full power and absolute authority to grant, transfer, sell, convey the said Flat hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the said Purchaser in the manner aforesaid and they have not in any way encumbered the said property hereby conveyed by this deed of conveyance or that the said property is not the subject matter of any pending litigation or the said Flat or the said Building has not been included in any improvement scheme of the state or other local authority AND Purchaser his heirs, executors and assigns shall and may at all times peacefully and quietly possess and enjoy the said Flat and receive the rents, issues and profits thereof without any lawful eviction and interruption hindrances disturbances claim or demand whatsoever from or by the Vendors and Confirming Party or any person or persons lawfully or equitably claiming from under or in trust for him.

AND THAT the Developer/Confirming Party shall always and from time to time as and when required by reasons of further additional construction and or addition of floor/storey to the existing Building shall be entitled to connect the electric, water, sanitary, and drainage, fittings to the additional structures and floor/ stories with the connection and/or sources that may then be existing for the other already constructed flats/ commercial space/ shop /units and /or portions thereof and the said additional and or added structures shall be entitled to all the benefits, advantages, easement and facilities as the other parts of the said building for the time being shall have.

AND THAT after the physical possession of the said unit is taken over by the Purchaser, the Purchaser shall not be entitled in any way to create any sorts of disputes or lodge any claim for any amount for any bad workmanship of inferior quality for the materials used in the said building nor any constructional defects in the said building or in the said unit/ Flat. After the registration of this sale deed and while the possession of the said Flat/ residential Unit is handed over to the Purchaser, they shall maintain all the 'Terms & conditions' and 'Rules & regulations' framed by the 'Apartment Owners' Association' in the Building to be formed amongst and by the flats/ Shops/ Garage/ Commercial Space owners or their legal occupiers, as the case may be.

AND THAT the Purchaser shall permit the Owners/ Developer/Confirming Party and/or Association and their surveyors and agents or workman and others as also the officers

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and staffs of any public supply authority or bodies at all reasonable time to enter into and upon the said Flat / unit or any part thereof for the purpose of repairing any part thereof or the building and for the purpose of making repairing, maintaining, clearing, lighting, and keeping in order and good conditions all service, drains, pipes, cables, water, common structure or other conveniences belonging to or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drainage, water pipes and electric wires and connections and for similar or any other purposes.

AND THAT free and clear and freely and clearly and absolutely discharged, exonerated from all encumbrances made or suffered by this Vendor and Developer/Confirming Party herein according to their respective right and title or any person or persons lawfully or equitably claiming as aforesaid will sufficiently serve defend keep harmless and indemnified or from or against all former and other estate, liens, encumbrances, attachments and executing whatsoever made done executed, occasioned or suffered by both the Vendors/Owners and Developer/Confirming Party herein subject to their individuals unit and extent of right or any person or persons lawfully equitably claiming as aforesaid.

THE PURCHASER DOTH HEREBY COVENANT WITH THE LAND OWNERS/ VENDORS/ DEVELOPER/ CONFIRMING PARTY as follows:-

- a) The Purchaser shall not for any reason whatsoever obstruct or raise any objection to or put up claims of any nature whatsoever to the Owners / Developer in effecting transfer of the remaining share in the land and/or the other portions of the building/proposed building and/or parts or any flats/units thereof to any other person or persons nor obstruct to construct further storey thereupon for sale and/or to occupy it from time to time.
- b) The Purchaser shall allow the Developer/Association and its workmen to enter into the said Flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.
- c) The Purchaser shall pay, the proportionate share of the common expenses as mentioned above, regularly and punctually within 7th of every current month or on demand made by the Developer/ Apartment Owners' Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and of the said Flat until it is assessed separately. The Purchaser shall independently pay and meet all the charges for electricity and other utilities/services of the said Flat and upon mutation shall pay the Municipal rates or taxes relating to the said individual Flat/ Unit wholly.
- d) The Purchaser shall not store in the said Flat/ Unit any goods or materials which are of hazardous, obnoxious, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which is unlawful.
- e) The Purchaser shall carry out at the Purchaser' cost all internal repairs of the said Flat but shall not do or cause to be done anything in or to the building in which the Unit is situated or Flat itself in violation of the provisions of any Act, Rules or Bye-laws for the time being in force regulating construction and/or maintenance and/or use of the unit or in relation thereto.

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Anish S. M.

Partner

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Arpita Chatterjee

Partner

f) The Purchaser shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alternation of whatsoever nature in or to the said Flat or any part thereof or to the building, nor any alternation in the elevation and outside colour scheme of the building/ Flat rather shall keep the common portions, sewers, drains, pipes in the building and appurtenances thereto and the Flat itself in good tenantable repair condition and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC or other structural members in the Flat or any portion of the building causing danger to the existing structure of the building where on the said Flat is situated. The Purchaser shall however be allowed to repair and change the doors, windows and grills when the same become old and broken and can also fix A.C. machine, personal service amenities etc. in the said Flat without disturbing the co-owners.

g) Not to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the said building in which the said Flat is situated. Nor shall cause any nuisance or annoyance to the Co-Purchaser and/or occupants of the said building nor to do anything whereby the other co-Purchaser is obstructed or prevented from enjoyment of the common portions and areas and their respective flats/ Shops.

h) The Purchaser will apply to the C.E.S.C. for his separate electric meter and bear the entire cost thereof i.e. installation cost, security deposit, misc. costs etc. The meter would be installed in the common electric meter space of the premises.

j) The Purchaser shall use the said Flat for residential purpose only and in no case shall use the same as harbor therein any criminal or terrorists.

k) Proportionate share of Municipal Rates and Taxes levied and/or all other expenses and outgoings necessary and incidental to the use of the said Flat sold to him shall be paid by the Purchaser.

l) The Purchaser shall pay the proportionate share of Municipal Taxes, water Taxes or like taxes under any law which may be assessed on the said entire building to the Confirming Party against valid receipt, so long as the said Flat sold hereby to the Purchaser is separately assessed by the competent authority.

m) The Purchaser shall not make or cause to be made any annoyance or disturbance to the owner and legal occupiers of the other flats/Shops/ Units/ Space of the said building or premises.

n) The Purchaser shall not do or cause to be done any act or deed whereby the mutual cordial relationship with the Apartment Owners' Association of the said premises may be jeopardized.

o) The Purchaser shall not store any inflammable combustible obnoxious and/or objectionable goods or materials, in the said Flat sold to him or any part thereof but shall be entitled to keep gas or kerosene for using in kitchen for domestic purpose.

p) The Purchaser shall not carry on any illegal and immoral trade or activity in the said Flat sold to him or any part thereof.

r) The Purchaser shall not make in the Flat sold hereby any structural alteration, addition or improvement of the permanent nature, which may put the stability of the Building & its structure as a whole at risk.

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- t) The Purchaser shall become a member of the Association/ Society which may be formed and also do all acts and things necessary to make such Association/Society effective for the purpose for which it is created.
- u) The Purchaser shall not change or disturb the column, girder or lateral part of the building and/or damage the R.C.C. structure in any manner.
- v) The roof of the building shall be common to all the flat owners and shall for restricted use only as per the terms herein.
- x) The confirming party /vendor shall take appropriate steps and/or supply necessary documents/ papers (C.C) to the Purchaser for mutation of the said Flat.
- y) The Purchaser and other parties of this premises shall observe and perform all the bye-laws and all rules and regulations of the said West Bengal Apartment Ownership Act-1972 or to any statutory modification or reenactment thereof for the time being in force.
- z) In the event of any further new installations or repair or replacement of existing one in the common portion is required, the Purchaser shall pay the proportionate share towards such costs as claimed by the Developer/Association according to the necessity thereof from time to time .

AND THAT the Vendor and Developer/Confirming Party herein shall unless prevented by fire or some other inevitable accident, from time to time and all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser his Attorney or agents or any trial hearing, commission, examination, rectification or otherwise as occasion shall require all or any of the deeds, documents and writings and also shall at the like request and cost deliver or cause to be delivered to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writing within the safe unobliterated and un-cancelled and on later the Developer/Confirming Party herein shall deliver the title of the developing land and all other relevant documents to the Association consisting of all the flat/ Shop/ Commercial Space owners.

AND THAT subject to the provisions contained in this deed and subject to the provision of law for the time being in force, the Purchaser shall be entitled to exclusive ownership possession and enjoyment of the said Flat and benefits, rights, properties hereby conveyed to the Purchaser shall be heritable and transferable as other immovable properties subject to fulfillment of terms and conditions as mentioned hereinbefore **TOGETHER WITH** the benefits of the right of way and the benefit of the covenants given to terms of erstwhile Deeds and Documents.

AND WHEREAS Purchaser herein after shall mutate his name at Assessment Department of Panihati Municipality and the Developer/ Confirming party shall provide all legal assistance in this matter and sign the documents in this respect, if legally required, all the relevant cost to be borne by the Purchaser .

NOW THIS DEED FURTHER WITNESSETH and the Owner/Vendor/Developer herein declare that the recital herein as well as all the representations indemnities and warranties other given by the Owners/Vendors/Developer herein shall be, hence be treated as a part and parcel of the operative part of this Conveyance..

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FIRST SCHEDULE AS REFERRED TO ABOVE

(ENTIRE LAND & LANDED PROPERTY)

ALL THAT piece and parcel of land meassuage tenement hereditaments and premises by measurement an area of 5 (Five) Cottahs 0(Zero) Chittacks 0 (Zero) Sq. ft. more or less together with structure standing thereon lying and situate in Mouza - Sodepur, Touzi No.178, Sodepur Development Scheme Plot No.148, (Within Block A) R.S. No.45 J.L. No. 8 comprised in C.S. Dag No.853 under C.S. Khatian No.286, Police station - Khardah(old) Ghola (new) , District : North 24 Parganas, being Holding No. 23 & 24(old) 23(new), Central Road, P.O. Sodepur, P.S. Khardah, Kolkata- 700110, 24 Parganas(North) under local limits of Panihati Municipality, Ward No. 20(old) 31(New)under A.D.S.R. Barrackpore now Sodepur and District Registrar Barasat, with right to take electric line, tap water line, Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto and which is butted and bounded in the manner as follows :

- ON THE NORTH** : Land and Building of Sunil Deb & Ors (Plot No.147);
- ON THE SOUTH** : Land and Building of Pranayendu Sen Roy& Ors (Plot No.149);
- ON THE EAST** : Land and Building of Jaladhar Saha & Ors (Plot No.156);
- ON THE WEST** : 30 feet Municipal Road(on Road);;

SECOND SCHEDULE AS REFERRED TO ABOVE

(BUILDING)

ALL THAT the newly built (G+4) storied Building upon the above said first schedule land, constructed in accordance with the sanctioned Plan from Panihati Municipality vide 60 dated 30.09.2020 fitted & provided with Lift facility.

THIRD SCHEDULE AS REFERRED TO ABOVE

(SELF-CONTAINED RESIDENTIAL FLAT / UNIT SOLD HEREBY)

(Description of the Flat to be sold)

ALL THAT piece and parcel of measuring sq.ft. more or less super built-up area Flat No. being on the Floor, side consisting of at premises/ Holding No. 23 & 24(old) 23(new), Central Road, Plot No.148, Block A, P.S. Khardah, P.O. Sodepur Kolkata- 700110, within Panihati Municipality, together with the proportionate undivided impartible land share in the land of the said Premises together with all the easement rights and common rights appurtenant to this schedule property. This Flat is within the " **TOWN PARADISE** " which is also situated within the " **FIRST**"SCHEDULE property.

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TOGETHER WITH the undivided impartible proportionate share in all common parts portions areas more fully described in the **FOURTH SCHEDULE** written hereunder facilities and amenities **TOGETHER WITH** the undivided impartible proportionate share of interest in the land underneath said Premises attributable thereto (situation whereof is shown and delineated in the map or plan annexed hereto and marked and bordered in **RED** thereon), **TOGETHER WITH** all easements, rights and appurtenances belonging to the land and the building as elaborately described in **SCHEDULES** written hereunder .

AND The self attested photographs of all the parties to this Indenture are annexed hereto and the fingers prints or impressions under Rule 44A of The Indian Registration Act,1908 are enclosed herewith, also form the part of this Indenture.

FOURTH SCHEDULE AS REFERRED TO ABOVE

(COMMON PARTS AND PORTIONS)

The following shall be the common portions facilities and amenities which are as follows :

1. Foundation beams, vertical and lateral supports, main wall, common partition walls of the said building.
2. The equipments in connection with installations of the elevators(Lift) including the walls and rooms.
3. The water pump, the pump room, water reservoir, overhead water tank, tube well and distribution pipes from over-head water tank to the different units and from the reservoir to the overhead tank.
4. Electrical wirings and fittings and fixtures for lighting the staircase lobby, the Common Area for operating the lift, the water pump and motor and from the ground floor to all the units and the main switch and the meter.

FIFTH SCHEDULE AS REFERRED TO ABOVE

(EASEMENTS OR QUASI-EASEMENTS)

The under mentioned rights easements and quasi easements privileges shall be reserved for the Association of the flat owners in the Building/ Housing Complex.

1. The right in common with the other Purchaser and or occupiers and/or other person or persons entitled to the other part or parts of the New Building(s) as aforesaid towards the ownership and use of common part or parts of the New Building including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid & right of water resources and soil from and to any part (other than the Said Apartment) of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.

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3. The right of protection for other portion or portions of the New Building by all parts of the Said Apartment(s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Apartment(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building(s).
4. The right by the Vendor and/or occupier or occupiers of other part or parts of the New Building(s) for the purpose of ingress and egress to and from such other Part or parts of the New Building(s), the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building(s).

SIXTH SCHEDULE AS REFERRED TO ABOVE

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Vendors the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the **FIFTH SCHEDULE** hereto.
2. The right of access and passage in common with the Vendors and/or the co-owners and occupiers of the Building(s)/ Tower (s) at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, submersible pump, lifts and electrical installations and all other common areas installations and facilities in the New Building(s) and the Said Premises.
3. The right of support shelter and protection of the Said Apartment(s) by or from all parts of the New Building(s) so far they now support shelter or protect the same.
4. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment(s) through pipes drains wires and conduits lying or being in under through or over the New Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Apartment(s) and for all purposes whatsoever.
5. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice of its intention so to enter to the Owners and occupiers of the other Apartments and portion of the Building.

SEVENTH SCHEDULE AS REFERRED TO ABOVE

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the said Flat in addition to the Common Rules as set out in the said Standard Terms and Conditions the Purchaser agrees and covenants:
 - (a) To co-operate with the other co-Purchaser and Holding Organisation/ Association in the management and maintenance of the said building.

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- (b) To observe the rules framed from time to time by the Apartment Owners' Association.
- (c) To allow the Flat owners' Association representative with or without workmen to enter into the said Flat for the purpose of maintenance and repairs under prior permission of the owner at her suitable time during day.
- (d) To pay and bear the common expenses and other outgoings and expenses from the date of possession and also the rates and municipal taxes for the said Flat to be paid to the developer / association till mutation in Purchaser's name and separate municipal bill in his name is available. To pay charges for electricity for or relating to the said Flat proportionately till the separate & exclusive new electricity meter is installed for use by the flat owner by CESC under new arrangement.
- (e) Not to subdivide the said Flat herein sold & allotted or any portion thereof.
- (f) To maintain or remain responsible for the structural stability of the said Apartment/ Unit and not to do anything which has the effect or affecting the structural stability of the building.
- (g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat or in the compound or any portion of the building.
- (h) Not to store or bring and allow being stored in the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- (i) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- (j) Not to fix or install air-conditioners in the said Flat save and except at the places which have been specified in the said Flat for such installation.
- (k) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment of common spaces & facilities or any open passages or amenities available for common use.
- (l) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto without advice of Engineer.
- (m) Not to install any additional grills the design of which has not been approved by the Architect/ Flat owner's Association.
- (n) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (o) The Purchaser shall fix or install any antenna on the roof or terrace of the said Building and shall fix any window antenna.
- p) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other units/ portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose.
-) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.

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- (r) To abide by such building rules and regulations as may be made applicable by the Flat owner's Association.
- (s) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress or to and egress from the flat/unit in the Building.
- (t) No owner and/or occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort peace tranquility or convenience of other occupiers. No Occupier shall play upon or cause to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such a manner in his apartment so that the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from the apartment.
- (u) Each Owner shall keep such apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- (v) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer/ association nor shall anything be projected out of any window of the Building without similar approval.
- (w) To carry out all interiors and/or decoration during daytime without creating any annoyance or disturbance to the other owners and/or occupiers
- (x) To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchaser and upon employing such domestic help to give relevant information of such domestic help to the local police station.
- (y) To remain fully responsible for any pets which may be kept by the Purchaser and to ensure that the same are kept on leash.
- (z) Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals and other heavy goods including any furniture and fixtures.

2. The Purchaser agrees that:

- (a) The Purchaser shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Eight schedule hereunder written at such rate as may be decided, determined and apportioned by the Vendor to be payable from the date of possession to the Vendors/Maintenance Co. and upon formation and transfer of management of the building to the Flat owner's Association such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Flat Owners' Association from time to time and the Purchaser shall be liable to pay all such expenses.
- (c) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate of one and half percent per month and further that if such amount shall remains unpaid for sixty days, the Flat Owners' Association shall be at liberty to disconnect and/or suspend all common services attached to the

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Purchaser's flat (as has been granted) such as water supply, electricity connection, use of lifts, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

EIGHTH SCHEDULE AS REFERRED TO ABOVE

(Maintenance & other regular expenditure)

1. All costs of maintenance, replacing white washing painting, rebuilding, reconstruction, decoration, redecoration of the common parts.
2. Municipal taxes for the Flat to be exclusively borne by the flat Purchaser herein and till date the separate bill is generated by the municipal authority the proportional amount on this count to be paid to Developer/ Association.
3. All other expenses including municipal tax water tax for common portion and facility of the Building shall be born proportionately by the Purchaser through the Association and till such time the same is established through the developer.
4. Others expenditure as decided by Apartment Owners' Association.

IN WITNESS WHEREOF the parties hereto executed this Agreement the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by
the Developer and the PURCHASER
in presence of :

1.

Anish s. Anish s.

Arpita Chatterjee

Signature of the Constituted
attorneys of Owners

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2.

Anish s.

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

Signature of the Developer

Signature of the PURCHASER

Drafted & prepared by :

(Goutam Chakraborty)

Advocate

High Court, Calcutta

RECEIVED a sum of **MEMO** /- (Rupees) Only) from the within named Purchaser as an full and final consideration money in terms of the Agreement for Sale in the manner as follows:-

DATE	CHEQUE NO	BANK	AMOUNT(RS)
------	-----------	------	------------

Total
(Rupees

Only)

Rs. /-

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Anish Saha

Partner

BINAYAK GROUP

Arpita Chatterjee

Partner

WITNESSES
1.

2.

(DEVELOPER)