

DEED OF SALE IN FORM OF INDENTURE

THE PROPERTY IS SITUATED AT MOUZANARI
UNDER BURDWAN MUNICIPALITY,
WITHIN POLICE STATION BURDWAN,
DIST. PURBA BARDHAMAN.

Consideration value/-
Govt. assessed value- Rs.-/-

This deed of Sale executed on thisDay of
....., 20....

BY AND BETWEEN

SRI DEBASHISH BIRAJ PUTATUNDA, PAN: ASCPP5486D, son of Late Biraj Mohan Putatunda, by faith Hindu, by Nationality Indian, by occupation Retired person, resident of 204, Trimurti Building, Telera Nagar, Near Suruchi Hotel, Chinchwad, Pune, Maharashtra, PIN 411033, hereinafter referred to as **"LAND OWNER"**
REPRESENTED BY ATTORNEY "AXIOM", PAN :AASFA5028J, a partnership Firm, having its registered office at Arabindapally (Nari Colony), P.O. & P.S. Burdwan, Dist. PurbaBardhaman, PIN 713101, represented by its Managing Partner, **SRI GOPAL BARDHAN, PAN: AQBPB4633P**, son of Late SantoshBardhan by caste Hindu, by occupation Business, residing at Arabinda Pally, (Nari Colony), P.O. & P.S. Burdwan, Dist. PurbaBardhaman, PIN 713101, (which expression shall, unless excluded by or repugnant to the context, be deemed to include their legal heirs, executors, legal representators, and assigns) **OF THE FIRST PART.**

AND

"AXIOM", PAN :AASFA5028J, a partnership Firm, having its registered office at Arabindapally (Nari Colony), P.O. & P.S. Burdwan, Dist. PurbaBardhaman, PIN 713101, represented by its Managing Partner,

SRI GOPAL BARDHAN, PAN: AQBPB4633P, son of Late SantoshBardhan by caste Hindu, by occupation Business, residing at

Arabinda Pally, (Nari Colony), P.O. & P.S. Burdwan, Dist. PurbaBardhaman, PIN 713101,hereinafter referred to as the “**Promoter**”(which expression shall, unless excluded by or repugnant to the context, be deemed to include their legal heirs, executors, legal representators, and assigns) **OF THE SECOND PART.**

AND

..... **PAN:**, **S/O, D/o, W/o.....**, by Nationality Indian, by faith, by occupation, resident of Village -, District, State West Bengal, PIN, hereinafter referred to as the “**Allottee**” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their legal heirs, executors, legal representators, and assigns) **OF THE OTHER PART.**

The Landlord, Promoter and Allottee/purchaser shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”. **WHEREAS** ‘A’ schedule plot of land, according to scheme of Refugee Rehabilitation Scheme, has been settled in favour of RanjitaPutatunda by way of registered indenture deed on 04.02.1991 and such deed has been settled by the authority on behalf of the Governor of the State of West Bengal and such has been registered before the Additional District Registrar of Burdwan vide Deed No. I-24 of 1991 and after obtaining the property, said RanjitaPutatunda resides there by constructing residential house with tin shed construction and during enjoyment of the property, she has transferred her share of property in favour of her one daughter namely NilimaPutatunda and one son namely DebashishPutatunda and such transfer has been completed by way of

gift through execution of gift deed, which has been registered before the office of A.D.S.R. Burdwan on 10.06.2005 with endorsement as Deed No. 2777 of 2005.

AND WHEREAS after obtaining the property by way of gift from mother RanjitaPutatunda, both the brother and sister are enjoyed the property as the residential house of them, but subsequently sister NilimaPutatunda according to her desire, has been interested to make gift of her share in respect of A Schedule property in favour of brother DebashishPutatunda and according to her desire, she made offer and being aware of the acceptance of brother DebashishPutatunda, she has completed such offer by way of gift in favour of brother DebashishPutatunda and such gift has been completed by way of registered deed of gift of A.D.S.R. Burdwan on 07.12.2021 vide deed No. 10202 of 2021 and after obtaining the property, DebashishPutatunda has mutated his name in the LRROR under Khatian No. 9935 and also in the Municipal Register with Holding No. 410 under Ward No. 08, HafijullaBerh Mahalla and paying the Govt. Rent up to the period of 1430 and Municipal Tax 2023-24, the land owner DebashishPutatunda has enjoyed the A Schedule property without facing any hindrance from anyone.

B.

WHEREAS the schedule property according to R.S.R.O.R was within Khatian No. 1 and in the L.R.R.O.R, the properties is under rayatiswatwa of Sri DebashishPutatunda under Khatian No. 9935, L.R. Plot No. 1239, classification of land Bastu and the rent has been paid uptothe period of 1430 B.S., while in the Municipal register the name of the land owner has been recorded under Holding No. 410 within

HafijullaBerh Mahalla under Ward No. 08 of Burdwan Municipality and has paid municipal tax upto period of 2023-24. &

ACCORDING TO TITLE & R.O.R

WHEREAS the first party / land owner, according to title & R.O.R., being the absolute owner of schedule land, have decided to develop the schedule mentioned property to a project of multi storied building but he is not in a position of to do same, due to lacking of experience as well as physical capacity and deficiency of pecuniary capacity, as such he has expressed his desire as the form of help of any other by which the dream of first party shall be taken as the place of reality.

INTRODUCTION OF DEVELOPER

WHEREAS the developer is acquainted as ‘FIRM’ namely “**AXIOM**”, who already introduced own self in the locality i.e. in Barddhaman Town, by constructing a project of multi-storied building thereon and the developer is financially sound to complete the further project by maintaining the rule of local authority.

C.

WHEREAS the developer hearing the dream of first party from their close circle, make approach to the first party to allow the Developer, to develop the land particularly mentioned and described in the first and/or “A” schedule hereunder according to sprouted dream of both parties.

AND WHEREAS both the parties, after knowing all status of each other i.e. right, title, interest of land and pecuniary capacity of developer and being satisfied in respect of capability of developer and right, title and interest of land of the First Part as vice-versa, the first party / land owner has agreed to authorize the developer to develop the

said land by constructing new multi storied buildings as commercial cum residential high-rise building as ownership basis according to sanctioned plan, which shall sanction by Baikunthapur 2 No. Gram Panchayat by doing shake their hands in a form of agreement with some terms and conditions. The Said Land i.e. the land of present landowner, is earmarked for the purpose of building of commercial cum residential project, Comprising three towers as Tower-1 for commercial cum residential, Tower-2 & Tower-3 are for residential as multi storied apartment buildings of the said project shall be known as '**BRISHTI BILASH**' ("**Project**");

D.

The Land owner and the developer have entered into the agreement and such agreements has been registered before the office of A.D.S.R. Burdwan with endorsement as Book No. 1, Volume No. 0203-2024, Page No. 56106 to 56133 vide Deed No.020301836 of 2024 and by this agreement the Land owner have authorised the promoter to develop the land by constructing multi storied building of the said project namely '**BRISHTI BILASH**' ("**Project**");,

AND WHEREAS while the Land owner by representing their attorney and the Promoter are fully competent to enter into this indenture instrument and all the legal formalities with respect to the construction matter and right, title and interest of the Land owner regarding the said Land on which Project has been completed.

E.

The Promoter has applied the layout plan on 07.09.2024 with endorsement as **No. SWS-OBPAS/1201/2024/1122 before the office of Office of the Burdwan Municipality and such has been** sanctioned on 13.11.2024 with specifications and approvals for the Project and also for the Flat/Unit, plot or building, as the case may be. The 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;

F.

The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____under Registration No._____;

G.

The Allottee/Purchaser had applied for a unit in the Project vide Application No. datedand has been allotted Flat No.having carpet area ofsquare feet, type BHK, on floor in apartment namely(“Building”)along with proportionate share of land and right of enjoy as share of common stair, landing, roof, corridor, community hall, enjoyable kids playground, drinking & other usable water supply system, electric supply system and others common usable area as permissible under the applicable law and of *pro rata* share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of theAct as well as Schedule E of this instrument and description of the land for the **PROJECTmore particularly described in **Schedule A**and the floor plan of the Flat / Unit is annexed hereto and marked as **Schedule B**.**

H.

The Parties have gone through all the terms and conditions set out in this Agreementand understood the mutual rights and obligations detailed herein;

I.

Additional details;

(i). Since presently there is no water supply from Burdwan Municipality, the water supply, for drinking and other usable water, is being done through submersible, allottee is fully aware of this fact and this shall not be treated as deficiency in services.

(ii). **Project area maintenance charges of Rs. 1/- per sq.ft. (superbuiltup) per month** shall be applicable after completion certificate is obtained for the building as decided by Burdwan Municipality at the same time it is declared that such maintenance charge may be enhanced according to necessity of the society.

(ii). **Society security deposit Rs. 1000/- per month shall be charged as** a corpus money, for the maintenance of the Project area namely 'BRISHTI BILASH'

(iv). **The charge for installation of transformer for electric connection as well as 24 hours electric back up by soundless DG as well as other purpose with payment of Rs. 1,00,000/- only.**

(v). That in case if Burdwan Municipality or any other government agency water supply is provided then actual expense incurred shall be shared equally by the residents and occupier of apartment and shall be paid in advance collectively by all the residents and occupier of the said society."

(vi) That if the allottee wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the allottee will have to pay 10% of the collector/consideration value of the flat to the PROMOTER and take NOC from the PROMOTER before any such transfer.

(vii) After possession of the FLAT the allottee shall not disturb any of the internal and the external walls, columns, beams, elevations etc. without prior written permission from the PROMOTER.

(viii) For the purpose of construction as well as registration of the association according to West Bengal Flat/Unit Ownership Act, the allottee shall pay Rs. 10,000/- only by one time.

(ix) **within project area the parking space, after transfer to the all intending flat purchaser, the remain parking space shall be kept under the custody of the developer and the developer shall have right to transfer the same to any other intending outer purchaser by maintaining security and rules of the project area.**

J.

WHEREAS the Parties hereby confirm that they are signing this instrument with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K.

WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this instrument and all applicable laws, are now willing to execute this instrument on the terms and conditions appearing hereinafter;

L.

WHEREAS in accordance with the terms and conditions set out in this instrument and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/purchaser hereby agrees to purchase the [Flat/Unit] as specified in Para G as well as schedule Band common right as schedule E with the duties as mentioned in schedule F.

M.

NOW Therefore, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this instrument, the Promoter with the power of landowner, agrees to sell to the Allottee/Purchaser and the Allottee hereby agrees to purchase, the Flat/Unit as specified in Para G as well as Schedule B and common right as described in schedule C of this instrument.

1.2 The Total Price for the Flat/Unit based on the carpet area is **Rs./- (Rupees)** **only Excluding GST & Registration Charges.** Block/Building, Flat/Unit No. '.....', Type..... BHK, on Floor Rate of Flat/Unit per square feet * Rs. per sq.ft. Taxes – GST as 1% over the value.

Maintenance Charges Rs. 2/- only per sq.ft. (super builtup area) per month, may be enhanced according to necessity of the society.

Society security deposit Rs. **300/-** per month.

*a) Provide breakup of the amounts such as cost of Flat/Unit as carpet area as- **Rs./-**

b) That the computation of the price of the Flat/Unit includes recovery of price of land, construction of [not only the Flat/Unit but also] the Common Areas, internal development charges, external development charges, taxes, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, cost of providing electric wiring, as consolidated as carpet area as per square feet as Rs./- and as calculative consolidated amount as **Rs./-**

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter.

(ii) The Total Price above **does not** include Taxes (consisting of tax paid or payable by the Promoter by way of **GST** and Cess or **Value Added Tax, Service Tax**, Stamps Duty, Registration Fees, Other legal expenses and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Flat/Unit to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

1.3 The Allottee(s)/Purchaser(s) shall make the payment as per the payment plan set out in **Schedule C** (“**Payment Plan**”).

1.4 Subject to para 4.3 the Allottee/Purchaser shall have the right to the Flat/Unit as mentioned below:

(i) The Allottee/Purchaser is exclusive ownership of the flat ;

(ii) The Allottee/Purchaser has an undivided proportionate share in land and in the Common Areas. Since the share / interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act, while the use of right has been described in detail in schedule E of this instrument.

(iii) a) That the computation of the price of the Flat/Unit includes recovery of price of land, construction of [not only the Flat/Unit but also] the Common Areas, internal development charges, external development charges, taxes, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, cost of providing electric wiring, as consolidated as built up area as **Rs./-**

b) electrical connectivity to the apartment, lift, fire detection and firefighting equipment in the common areas as **Rs. 1,00,000/-**

c) maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as Rs. 2/- per square feet as super built up area ;

1.5 It is made clear by the Promoter and the Allottee agrees that the Flat/Unit including parking and /or single Flat/Unit and/or single parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that

Project's facilities and amenities shall be available only for use and enjoyment of the all Allottees/occupiers of the Project.

1.6 The Promoter has paid all outgoings before transferring the physical possession of the Flat/Unit to the Allottee/Purchaser, which has collected from the Allottee/Purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances (if any) and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/Purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.7 The Allottee has paid a sum of **Rs./- (Rupees.....) only** as part booking amount being part payment towards the Total Price of the Flat/Unit at the time of application. The receipt of which the Promoter hereby acknowledges and the Allottee/Purchaser has paid price of the Flat/Unit as prescribed in the payment Plan [**Schedule C**]:

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/Purchaser has made all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'AXIOM' payable at

3. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee/Purchaser has seen the layout plan, specifications, amenities and facilities of the Flat/Unit/Building and accepted the floor plan, payment plan and the specifications, amenities and facilities

[annexed along with the Agreement for sale] which has been approved by the competent authority, as represented by the Promoter.

The Promoter has developed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in the said Agreement, the Promoter has maintained strictly to abide by such plans approved by the competent Authorities and also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Town & Country Planning** and not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and no breach of term has done by the Promoter.

4. REPRESENTATIONS AND WARRANTIES OF THE LANDOWNER AS WELL AS PROMOTER:

The Landowner and Promoter hereby represent and warrants to the Allottee/Purchaser as follows:

4.1 The [Landowner] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

4.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

4.3 There are no encumbrances upon the said Land or the Project;
[In case there are, any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

4.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Unit;

4.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat/Unit and common areas up to the period of completion certificate;

4.6 The Promoter with power from landowner has the right to enter into this instrument and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;

4.7 The Promoter has not entered into any other agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said flat/unit which will, in any manner, affect the rights of Allottee under this instrument;

4.8 The Promoter with power from landowner, confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat/unit to the Allottee/Purchaser in the manner contemplated in this instrument;

4.9 By this time of execution of the conveyance deed the Promoter hand over lawful, vacant, peaceful, physical possession of the flat/unit to the Allottee/Purchaser and the common areas to the association of allottees or the competent authority, as the case may be;

4.10 The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

4.11 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Flat/Unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/Purchaser and the association of Allottee/Purchaser or the competent authority, as the case may be;

4.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Landowner and Promoter in respect of the said Land and/or the Project.

5. CONVEYANCE OF THE SAID FLAT/UNIT:

The Promoter with power of the Landowner, on receipt of Total Price of the Flat/Unit as per para 1.2 under the INSTRUMENT from the Allottee and for the registration before the Office of A.D.S.R. Burdwan, is executing this conveyance deed and here by grant and convey the title of the flat/unit together with proportionate indivisible share in land and the Common Area after getting issuance of the Completion certificate*, as the case may be, to the Allottee/Purchaser after completion of all formalities of registration and beside the point in para 4(1 to 12), the promoter with the power from the landowner by executing this instrument, here by grant, convey, transfer assign and assure unto the purchaser(s) in respect of free from all encumbrances of all that brick built self-combined and independent one flat/unit bearing number **“Flat No. ‘....’ onFloor at “BRISTI BILASH” APARTMENT, measuring.....sq.ft.including super built area at the Project namely “BRISHTI BILASH”** has been constructed over the said land which has been specifically described in Schedule “A” along with use of right in respect of common staircase, landing, roof, submersible, septic tank, drain, vacant land and other common facilities have been mentioned in Schedule “E” of this deed, and the duties of the purchaser flat owners along with other flat owner and/or occupiers has been mentioned in Schedule “F”.

AND WHEREAS the purchaser(s) should acquire proportionate undivided share over the “A” schedule land as per square feet area as mention in ‘B’ schedule property and parking space together with other co-flat owners, and the purchaser also be entitled to get right of use and interest, benefits, liberties, with common open space, common right of egress and ingress to the said flat from Panchayat road, as well as common right in fixture, sewers, drains, pathway, passages, fencing, boundary walls, staircase, landing, roof, overhead tank, and submersible whatsoever to the said flat and the said property belonging to or in anywhere affirming or usually held or enjoyed these with and said has been reputed to belong or be appurtenance with ‘B’ schedule property along with other flats of the same building.

AND ALL the, right, title, interest, inheritance, and claim and demand whatsoever of the vendor and/or the First Party over the ‘A’ schedule property

together with all title deeds and muniment of title whatsoever exclusively relating to or concerning to the said land and the said flat as mentioned in schedule 'A' & 'B' respectively or any part thereof which now from First Party or any other person or persons from whom the purchaser shall procure the undivided proportionate right title & interest in the said "A" schedule land and absolute right title and interest of the said flat which has been mentioned at schedule 'B' and also hereby granted transferred and conveyed the right and interest over the common area along with the covenant of conditions including respective rights, duties which has been set out in the "E" & "F" schedule hereunder written which shall be deemed to be part of these presents and shall be run with the said flat and the said property respectively and the Vendor and/or owner and the developer hereby covenants with the purchaser that notwithstanding any act deed or thing by the Vendor and/or owner done, knowingly suffered to the contrary, then the Vendor and/or the First Party is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat together with proportionate undivided interest in the said plot of land hereby granted transferred or conveyed or expressed so to be and every part thereof for perfect and indefeasible estate of inheritance without any manner of encumbrances, charges, conditions, user of trust or any other things whatsoever to alter, defeat, encumber and make void the same.

AND THAT the duties of the purchaser flat owner, along with other flat owners, for maintaining properly "A" schedule property are more fully has been described in schedule "F".

AND THAT notwithstanding any such act, deed or thing whatsoever as aforesaid the Vendor and/or the First Party have now himself in good right and full power and absolute authority to grant, transfer, convey, assign and assure the said flat together with other appurtenances thereto and together with undivided proportionate right title and interest in the said plot of land described in the "A" schedule hereby granted, transferred or conveyed or expressed so to be unto and to the use of the purchaser and the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the said flat generation together with full right to sell, gift, mortgage, lease whatsoever together with other appurtenances thereto and receive rents, issues and profits thereof, without any lawful eviction interruption claim or demand

whatsoever from or by the Vendor and/or the First Party or any person or persons lawfully or equitably claiming from under or in trust for them.

AND THAT free and clear freely and clearly and absolutely discharged harmless and kept indemnified against all estates and encumbrances created by the Vendor and/ or the First Party or any person lawfully from under or in trust for the Vendor and/or the First Party **AND FURTHER** that the Vendor and/or the First Party and all persons lawfully or equitably claiming any interest in the said flat or the said land or any of them or any part thereof from under or in trust for the Vendor and/or owner through their attorney and the developer shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said flat and every part thereof and also the undivided proportionate share and / or interest in the said land unto and to the use of the purchaser absolutely and forever.

AND THAT the purchaser shall have right to mutate his/her name in the R.O.R. and Registrar of Municipality and shall pay proportionate share of rent of the said land to the Government of West Bengal and Local Authority regularly.

ALL THAT the Vendor and/or owner through their attorney and the developer here by covenant with the purchaser that they will unless prevented by fire or some other unavoidable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser produce or caused to be produced to his Solicitors and Agent or at any trial hearing/commission/examination or otherwise or occasion shall require all or any of the deeds or writings as aforementioned **AND ALSO** at the like request and cost deliver or cause to be delivered unto the purchaser such attested or other copies or extracts of or from the said deeds and writings or any of them as they may require **AND WILL** in the meantime unless prevented as aforesaid keep the said deed and writings saved, unobliterated and uncanceled.

THAT the impression of ten fingers and passport size photo copy of vendor and / or the First Party and the purchaser affixed at the separate demy paper which is part and parcel of this deed and the stamp duty has duly been paid as per assessed value assed by A.D.S.R., Burdwan.

6. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the association of all Allottee/Purchaser upon the issuance of the completion certificate of the project. The cost of such maintenance as mentioned in para 1.2

7. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the instrument relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

8. RIGHT TO ENTER THE FLAT/UNIT/PLOT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees and/or person of Promoter/maintenance agency/association of allottees, shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [flat/unit/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

9. USAGE:

Use of Service Areas: The basement(s) and service areas, if any, as located within the “**BRISHTI BILASH**” apartment, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, submersible pump rooms, maintenance and

service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottee/Purchaser formed by the Allottee(s)/Purchaser(s) for rendering maintenance services.

10. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT/UNIT AS SPECIFICALLY DESCRIBED IN SCHEDULE 'E':

10.1 The Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the FLAT/UNIT at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, specific and/or parking space, which may be in violation of any laws or rules of any authority or change or alter or make additions to the flat/unit and keep the Flat/Unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

10.2 The Allottee/Purchaser further undertakes, assures and guarantees that he/she, barring any specific area, would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee/Purchaser shall not store any hazardous or combustible goods in the Flat/Unit or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

10.3 The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees/purchaser and/or maintenance agency appointed by association of allottees. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

11. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this instrument for the allotment of a Flat/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

12. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act and permission of the Competent Authority.

13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Promoter has no right to mortgage or create a charge on the flat/unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such flat/unit.

14. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act 1972**.

15. ENTIRE INSTRUMENT:

This instrument, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/unit/plot/building, as

the case may be as mentioned in schedule B as the part of Tower over the land as mentioned in schedule A.

16. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the flat/unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the flat/unit, in case of a transfer, as the said obligations go along with the flat/unit for all intents and purposes.

17. SEVERABILITY:

If any provision of this instrument shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the instrument shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this instrument and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this instrument shall remain valid and enforceable as applicable at the time of execution of this Instrument.

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE INSTRUMENT:

Wherever in this instrument it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Flat/Unit bears to the total carpet area of all the flat/unit in the Project.

19. FURTHER ASSURANCES:

a) Both Parties agree that they shall execute, acknowledge and deliver to the others such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this instrument or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

b) That the purchaser by this instrument, obtained the right, title, interest and possession in respect of the flat as mentioned in Schedule B with absolute ownership and the Land owner as well as Developer is confirming the right, title and interest as well as possession in respect of B Schedule property in favour of the purchaser, while it is necessary to mention here the part of the common user as like as common Transformer, Car parking, common passage for the egress and ingress towards the B Schedule property from the Panchayat Road and some others facilities as common is till pending toward completion and such common facilities of the project shall be completed with the work of total completion of the project as related with each other, so the purchaser shall not raise any question regarding such act of completion of the project. After completion of the project work, the Developer shall inform the matter of completion of the project to the purchaser within one year from the date registration of this instrument, at the same time, it is also be declared that the developer shall try to complete the project work with heartfelt effort within consumed time.

20. NOTICES:

That after execution of this instrument all notices to be served on the Allottee in the address of present flat/unit and the Promoter as contemplated by this instrument, shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

a)(Name of Allottee)
..... (Allottee Address)

b) **“AXIOM”, PAN :AASFA5028J**, a partnership Firm, having its registered office at Arabinda Pally (Nari Colony), P.O. & P.S. Burdwan, Dist. Purba Bardhaman, PIN 713101, represented by its Managing Partner, **SRI GOPAL BARDHAN, PAN: AQBPB4633P**, son of Late Santosh Bardhan by caste Hindu, by occupation Business, residing at Arabinda Pally, (Nari Colony), P.O. & P.S. Burdwan, Dist. Purba Bardhaman, PIN 713101, All communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

21. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this instrument shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

SCHEDULE 'A'

[DESCRIPTION OF THE LAND & APARTMENT AND THE GARAGE/COVERED PARKING ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS]

All that piece of land by measuring 0.10 acre more-less area of land being L.O.P. No. 73, R.S. Plot No. 522, R.S. Khatian No. 2612 and in the L.R.R.O.R, the Khatian No. 9935 and Plot No. 1239, classification of land Bastu, within Mouza Nari, J.L. No. 70, under P.S. Burdwan, Dist. Purba Bardhaman and being holding No. 410 within Ward No. 08, Hafijulla Berh Mahalla under Burdwan Municipality.

The property butted and bounded by:

NORTH: House of Asok Ganguly.

SOUTH: House of Tapan Ghosh.

EAST: House of Manik Bhounik.

WEST: 18 ft wide Unmanned Municipal Road.

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT / UNIT TO THE ALLOTTEE.

All that independent flat being Flat No "....." on the **Floor** of the project namely "**BRISHTI BILASH**" has been erected on the "A" schedule land measuring of the unit is as carpet area as **sq.ft.**

withsuper built up area assq.ft. intend to purchase. The flat consisting of brick-works ofbedroom, ...dining - cum - drawing room, ... kitchen, ...privy with ... bathroom,Varanda with undivided proportionate impartible share of the land underneath the building in relation to the area of the apartment together with the right of enjoyment of the common areas and facilities and the location & position of flat and the parking space has been depicted in the annexed sketch map, which is part of the deed.

SCHEDULE ‘C’

Payment Procedure:

Date	Bank	Branch	DD/Cheque No.	Amount
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SCHEDULE ‘D’

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH AREPART OF THE APARTMENT

The flat as mentioned in the owner’s allocation for the owner shall make

The flat as mentioned in the owner’s allocation for the owner shall make

Specification of construction by ISI brand material

FOUNDATION(Structure):	R.C.C. Frame (Conc. Grade M20) and Steel (Grade Fe500)
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DOORS:	Flash Door and PVC Door in Bathroom.
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WINDOW:	Aluminum Channel.
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GRILL:	MS Grill with Uniform design in Window, Ventilation and Varanda.
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ELECTRICALS:	Conceal wearing with PVC Pipe & ISI Branded Switch and Copper wiring in every room.
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FLOORING:	Vitrified Floor Tiles flooring
TOILET:	Tiles Up to (Door Height) or 7 feet on walls white sanitary ware (ISI brand) and separate pipe of hot and normal water: Tiles up to 7ft in normal bathroom Tiles up to 2'-6" (2.5ft) in attach bathroom
KITCHEN:	Granite stone Kitchen top with sink Anti-skid tiles, Tiles Up to 2'-0" ft. height from kitchen top.
DRIVE WAY / PARKING:	Petty Stone
ROOF:	Roof with water resistant.
INTERNAL DESIGN:	Internal wall is with Wall Putty.
EXTERNAL DESIGN:	Elevation with anesthetically design and painting.
LIFT:	Semi Automatic Lift.
WATER:	24 hours water supplying system from the overhead tank by Submersible
PARKING:	Parking space with cooperation of Developer and Land Owner

SCHEDULE 'E'

COMMON USE OF RIGHT

"Common areas mean –

- i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- ii) The stair cases, lifts, staircases and lift lobbies, fire escapes and common entrances and exits of the building and/or Project area;
- iii) the common basements, terraces, open parking areas and common storage spaces, water supply pump area, Fire prevention project area, Security room etc.;
- iv) the premises for the lodging of persons employed for the management of the property including accommodation for

- watch and ward staffs or for the lodging of community service personnel;
- v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating system for water conservation and renewable energy;
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provided in the real estate project;
 - viii) all other portion of the project necessary or convenient for its maintenance, safely, etc. And in common use;

BESIDES IT, the purchaser shall have right to do,

1. with the other owners and / or occupiers of the different flats of the said building, shall have full and complete and unfettered right of use in the common and staircases along with landing, roof thereon and there under and gate abutting on the public road in the Ground Floor of the said property for the purpose of egress and ingress and carrying or bringing in or taking out, in respect of the said flat, all goods, furniture and any other movable property and one lift is there on.
2. with the other owners and / or occupants shall have full and absolute right of user in the common main drainage and the rain-drainage, sewerage, septic tank and garbage storing place, water supply system from submersible pump and connections including the pipes, pipe lines and also the overhead tank and connections.
3. absolute and unfettered right of user with the other owners and/or occupants in the vertical, overhead and underneath support and the right of keeping raising, inserting, supporting and maintaining all beams, rafters, structures on and to all walls supporting the said flat including all boundaries and / or supporting walls.
4. absolute and unfettered right of user, with the other co-owners and/or occupiers, in the vacant lands, and the electric facility in the vacant land, garage, stair-case with landing and at the roof.

5. with other owners and/or occupiers for obtaining telephone, electric connections, separate meter in his / their own names to the said flat. The right of fixing Cable lines and / or Dish antenna for Television and / or Radio aerials at the said property and for said purpose the purchaser shall have the right of digging/inserting and for fixing plug and supporting clamps in specific portions of the said property with the consent of the society provided that the purchaser shall restore forth with such dug up holes or excavations at his / their own cost and expenses.
6. to access to the roof of the said apartment, along with his family person and/or agent, for any purpose permissive by law, provided that exercise of such right to access mentioned in this clause shall be without any inconvenience to the other owners and / or occupants of the Top Floor flats of the said property, and the purchaser shall have common right of user and enjoyment of the roof of the Top floor and have the right to rise temporary structures namely pandel etc. and to use the same purely on temporary basis for holding social family function.
7. for maintaining and repairing or white washing or painting of the door and windows as well as in any part of the said flat. .
8. The purchaser(s) shall have the absolute right of making such constructions and alternations at his option within the said flat as permissible under the rules of the legal authority and rules of the Local Authority provided always that such actions does not impair or endanger the safety of the said property or cause any nuisance and annoyance to the other owner or occupants.
9. to get his name mutated as owner of the said flat in the records of the Government or Local Authority and / or having the said flat separately numbered and assessed for taxes and the Vendor and/or the First Party shall whenever require by the purchaser give their or its consent or approval in writing for the purpose of such mutation and separate assessment if necessary.

10. full and absolute property right such as the Vendor derives from his title save and except that of demolishing or committing waste in respect of the property described in the “B” schedule in any manner so as to effect the Vendor or other co-owners who have already purchased and acquired or may hereafter purchase or acquire similar rights as covered by this conveyance.
11. that with generation together the purchaser(s) shall also be entitled to sell, mortgage, lease or otherwise alienate his own flat hereby conveyed subject to the terms herein contained to anyone without the consent of the Vendor or any other co-owner who may have acquired before and who may hereafter acquire any right, title or interest similar to those acquired by the purchaser under the terms of this conveyance.
12. as undivided interest in the land as more fully described in the “A” schedule hereunder written shall remain joint for all times with the Vendor and / or other co-owners who may hereafter acquire or heretofore have acquired right, title and interest in the land and in any flat in the building it being hereby declared that the interest in the land is impartible.
13. to take separate electric meter, gas and other necessary connections and / or line for use and enjoyment of the flat hereby purchased from specific portion and specific way which has been allotted for said purpose.
14. as absolute and unfettered right of user with the other co-owners and/or occupiers in such other common parts areas, equipments, installations, fixtures fitting, and spaces in or about said building as are necessary for the use and occupancy of the apartment in common and as are specified by the owner to be the common parts.
15. The purchaser shall be liable for penalty, if the purchaser may defaulter for any maintenance charge.

Purchaser shall not do the following:

1. That not to do any such act in the floor of his own flat by which it may cause leakage to the floor underneath.

2. That not to make any such scaffolding, which may cause any nuisance or permanent obstructions to the other occupants of the said property as well as to make any alteration of grill of window and main door which may cause of odd looking to the building, while the view and/or colour of inner part of the flat may change by the purchaser according his choice but the outer part of the flat or any outer part or inner part i.e. common part of the building shall not be change, that should be maintained by the association of the apartment.
3. That not to claim any partition of any common portion and/or the land as mentioned in schedule 'A' here under.
4. That not to transfer the 'B' schedule flat with any extra condition barring the same condition of this deed.
5. That not to transfer the 'B' schedule flat by making dues of all charges.
6. That not to call for or require to join the land owner and the developer as the confirming party at their conveyance deed.
7. That not to alter, modify or in any manner change the structure or any civil construction in the Said flat and appurtenances or the Common Portions of the Said Building.
8. That not to sub-divide 'the Common Portions, under any circumstances, and change/alter/modify the name of Said Building.
9. That not to use the flat or any portion of the building by any purpose which is barred by law and /or may make any nuisance, annoyance or disturbance to other.
10. That not to store any goods, article and things in the common portion or pathway.
11. That not to through or accumulate of exhaust to be thrown of accumulated any dust, rubbish of other refuse in the common portions **save** the places indicated therefore.

12. That not to put up or affix any sign board, name plate or other things or other similar articles in the common portions or outside the walls of the said flat/building save at the place or places provided therefore, provided that this shall not prevent the purchasers from displaying a standardized name plate outside the main door of the said flat.
13. That not to install or to keep generator in the flat and/or any portion of the building.
14. That not to use, install or operate any machinery or equipment except household machinery in the 'B' schedule flat or any portion of 'A' schedule land.
15. That not to misuse of water and electricity of the common portions.
16. That not to allow or continue, pandel permanently or to retain the pandel or structures on the roof of the apartment and after completion of any function, to hold the structure over the roof or to make any permanent structure of construction thereon and the purchaser or his heirs, executors representatives and / or assigns, to claim any right for further construction of the roof for any purpose.
17. That not to erect any partition wall in the Ground floor for his parking space.

SCHEDULE 'F'

COMMON DUTIES

Constitution of Society by all flat owners and/or occupiers and their duties within the Project

1. That all the flat owners as well as flat occupiers shall be compulsorily member of the society to be formed by them.
2. A memorandum association and bye law of the society shall be framed by the Developer and membership should be confined only the flat owners and/or his representatives as well as occupiers who will reside in the said flat and the society should be registered under West Bengal Apartment Ownership Act., 1972 and such formation of the society should be under supervision of the developer and with

the cost of all flat owners and such cost should be paid within stipulated period by demand of Developer.

3. Society shall be guided under the provision of West Bengal Apartment Ownership Act., 1972 as per their memorandum and bye laws.
4. That the members of society shall unanimously form and constitute an executive committee.
5. Executive Committee shall have power to impose subscription payable by all the flat owners/occupiers as well as members.
6. That society shall arrange for maintenances and to keep clean of all common areas i.e. drains, passage, entrance, vacant land, stair case, landing, roof and boundary wall etc., and the electric facilities for light provided in all common areas as well as lifting of water by submersible and repairing, white washing of any part of “A” Schedule building and for the purpose of cleaning of the same and to keep secure the “A” schedule building, the society shall appoint security guard and for that purpose the society shall have authority to take decision to maintain all such act and to complete the same shall pay the cost and remuneration as per necessity and realize it from all members as well as flat owners/occupiers and the members as well as flat owners and/or occupiers should be bound to pay the same.
7. The purchaser shall co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
8. The purchaser shall observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
9. That the purchaser shall pay all charges which the executive body of society shall prepared for the purpose of maintenance and such payment should be paid by the purchaser, as a society member, within 7 (seven) days from the date of billing and if the purchaser, as the society member, may fail to do the same then the purchaser shall be liable to pay the penalty as the society shall assessed and the

maintenance charge may be enhanced according to necessity and requirement of the Association.

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

Witness:

1.

2.

Drafted by me & typed in my office

Ashish Kumar Paul

Advocate

Enrolment No. 1379 of 2000

Burdwan District Judges Court

Computerized typed by