

DEED OF CONVEYANCE

(Sale Deed)

**THIS DEED OF CONVEYANCE MADE ON THIS DAY OF
....., 2025 (TWO THOUSAND AND TWENTY-FIVE)**

BETWEEN

1) **MR. BIRENDRA NATH NASKAR, (PAN ABSPN3173G) (AADHAAR 267962631344)**, Son of Late Goloke Chandra Naskar, resident of MB 285, Mahishbathan, Police Station-Electronics Complex, Post Office Krishnapur, Kolkata- 700 102, District North 24 Parganas, 2) **MR. GOPAL MONDAL, (PAN No- BGSPM7873G), (AADHAAR No. 379834809241)**, son of Late Rampada Mondal, residing at MB-219 Abadpara, Mahishbathan Police Station Electronics Complex, Post Office Krishnapur, North 24 Parganas, West Bengal. Pin 700102, 3) **MRS. CHHAYARANI BAR @ MRS. CHHAYARANI BAR(Mondal), (PAN DBMPB6394E), (AADHAAR No. 204309953183)** daughter of Late Rampada Mondal and wife of Mr. Abhijit Bar, residing at Satchasi Para, South Sanpur, Haora Corporation, Police Station & Post Office:-Dasnagar, Howrah West Bengal 711105 all are by Nationality Indian., hereinafter collectively referred to as the **"LAND OWNER"**, (which expression shall unless excluded by or repugnant to the context, include their respective legal heirs, representatives, successors, administrators, and assigns) of the **FIRST PART**. The Owners herein are duly represented by their lawful constituted attorney **Mr. KAJAL KUMAR MALLICK (PAN:- ALVPM1173C)**, son of Late Nilkamal Mallick, residing at Jyotinagar, Post Office: Gouranga Nagar, New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700159 by virtue of a General Power of Attorney In Connection With The Joint Venture Development Agreement dated 05TH Day of July 2024 duly registered in the office of the Additional Dist. Sub Registrar Bidhannagar (Salt Lake City) vide **Deed No: I-150401774/2024** recorded in Book I, Volume No: 1504-2024, Page No: 73223 to 73245 being No. 150401774 for the year 2024 for **MR. BIRENDRA NATH NASKAR** and **Deed No: I-150401773/2024** recorded in Book I, Volume No: 1504-2024, Page No: 71150 to 71170 being No. 150401773 for the year 2024 for **MR. GOPAL MONDAL & MRS. CHHAYARANI BAR @ MRS. CHHAYARANI BAR(Mondal)** being nominee of the Developer herein.

AND

M/S VALUE HOMES REALTECH PRIVATE LIMITED (having CIN - U70200WB2021PTC243799, PAN - AAHCV9546J) having its registered office at C/O - Arun Baidya, Ramkrishna Pally, Post Office - Gauranga Nagar, Police Station - New Town, Kolkata - 700159 and represented by its Directors **(1) MR. KAJAL KUMAR MALLICK, (PAN NO. ALVPM1173C & AADHAAR NO. 340833160287)**, son of Late Nilkamal Mallick, residing at Jyotinagar, Post Office: Gouranga Nagar, Police Station - New Town, District:-North 24-Parganas, State - West Bengal, India, PIN-700159 **(2) MR. SWAPAN KUMAR DAS (PAN NO. AHOPD3494Q & AADHAAR NO -631467459814),**
VALUE HOMES REALTECH PVT. LTD.

Kajal Kumar Mallick

Director

son of Sri Amar Chandra Das, residing at Ramkrishna Pally, Gouranga Nagar, Post Office: Gouranga Nagar, Police Station -New Town, District:-North 24- Parganas, State -West Bengal, India, PIN – 700159 **(3) MR. KAMALESH BANIK (having PAN ADPLB2553R, Aadhar Card No. – 7783 2638 6592)**, son of Late Prafulla Banik, residing at CG - 231, Sector - II, Saltlake Bidhannagar (M), Sech Bhawan, North 24 Parganas, Post Office - Bidhannagar, Police Station – Bidhannagar East, Kolkata-700091, West Bengal, India, **(4) MRS. RITA BANIK (having PAN AEEPB3646K, Aadhar Card No. – 3952 5529 8692)**, wife of Mr. Kamalesh Banik, residing at CG - 231, Sector - II, Saltlake Bidhannagar (M), Sech Bhawan, North 24 Parganas, Post Office - Bidhannagar, Police Station – Bidhannagar East, Kolkata-700091, West Bengal, India **AND (5) MR. DIPAYAN HALDER (having PAN APDPH1892P, Aadhar Card No. – 4788 8605 7655)** son of Mr.Bijon Halder residing at BB 201,BB Block, Sector 1, Saltlake, Bidhannagar(m),North 24 Pgs, Bidhannagar CC Block, West Bengal 700054, all are by nationality Indian, hereinafter referred to as the **“DEVELOPER”**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its nominees, successor and/ or successors in office/interest) of the **SECOND PART.**

AND

MR..... (PAN NO.), (AADHAAR.....) Son of Sri Tapan Chandra Dutta, by faith- Hindu, by occupation- service, by nationality- Indian, residing at, P.O....., P.S..... Dist:....., West Bengal, Pin-, West Bengal, hereinafter referred to as the **“PURCHASER”** (which expression unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, nominees, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Anil Kumar Naskar son of Late Tark Chandra Naskar was absolute owner of 12 Satak Land situate and lying at Mouza-Mahishbathan, J.L. No. 18, Touzi No. 145, R.S. No. 204, R.S. Dag No. 215, under Khatian No. 78, in the District North 24 Parganas Sub Registry office Cossipore DumDum **and sold 6 Satak of the Land to Sri Bibhuti Mandal and Sri Pravas Mandal jointly by virtue of Deed executed on 19.04.1978 vide Deed No.2404** registered in Sub registrar Cossipore Dum Dum, and recorded in Book No. I, Volume No. 55, Pages 176 to 178, being No. 2404 for the year 1978.

AND WHEREAS Sri Bibhuti Mandal and Sri Pravas Mandal sold 6 Satak of the Land to Mintu Kumar Dhar, Son of late Chittayaranjan Dhar **by virtue of Deed executed on 22.01.1992 vide Deed No.483** registered in Sub registrar Bidhan Nagar, (Saltlake City), and recorded in Book No. I, Volume No. 9, Pages 229 to 234, being No. 483 for the year 1992.

WHEREAS One Sri Priya Shankar Biswas, son of late Purna Chandra Biswas, of 25/61, P.G.M. Shah Road, Police Station Jadavpur, Kolkata- 700 095 was the absolute owner of a piece of land measuring an area 3 (three) cottahs, 9 (nine) Chittacks 20 (Twenty) sq. ft. be the same a little more or less situate and lying at Mouza-Mahishbathan, J.L. No. 18, Touzi No. 145, R.S. No. 204, R.S. Dag No. 215, under Khatian No. 78, in the District North 24 Parganas (hereinafter called as the said land) by virtue of a Registered Deed, registered at the office of A.D.S.R. Bidhan Nagar, (Saltlake City) **by virtue of Deed executed on 06.07.1994 vide Deed No.4563** registered in Sub registrar Bidhan Nagar, (Saltlake City), and recorded in Book No. I, Volume No. 99, Pages 35 to 40, being No. 4563 for the year 1994, purchased from one Mintu Kumar Dhar, Son of late Chittayaranjan Dhar, resident of G 14/1, Karunamayee Housing Estate, Kolkata 700091 and recorded his name before Govt. office and paid tax regularly.

That Sri Priya Shankar Biswas obtain the Certificate of Conversion vide Memo No. S-24/686/SDL/BST/98 Dated 31.03.2000, bagan to **“Bastu”**.

AND WHEREAS while the said Sri Priya Shankar Biswas seized and possessed of or otherwise well and sufficiently entitled to the said land measuring area 3 (three) cottars, 9 (nine) Chitacks, 20(Twenty) sq. ft a little more or less situate and lying at Mouza Mahishbathan, J.L. No. 18, Touzi No. 145, R.S. No.204, R.S. Dag No. 215, under Khatian No. 78, in the District North 24 Parganas, sold to **Sri Samar Basu**, by dint of a registered Deed of Conveyance vide **Deed No. 7005 of 2007**, registered at the office of A.D.S.R. Bidhannagar (Saltlake City), District North 24 Parganas, recorded in Book No-I, C. D. Volume No. 6, Page No. 594 to 605 **being No. 07005 for the year 2007**.

AND WHEREAS one SAMAR BASU seized and possessed his right, title and interest and possession of or otherwise well and sufficiently entitled to ALL THAT the said land measuring an area 3 (three) cottals 9 (nine) chittack, 20 (twenty) sq.ft be the same a little more or less situate and lying at Mousa Mahisbathan, J.L. No, 18, Touzi No. 145, R.S. No, 204, R.S. Dag No. 215, under Khatian No. 78 in the District North 24 Parganas, morefully and particularly written in the below mentioned a of the schedule and free from all encumbrances, charges, liens, *lispendences*, attachment, requisition,

acquisition, trust whatsoever and also have full right and power to sale the said land fully or in part.

AND WHEREAS One Gour Naskar (now deceased) son of Dijabar Naskar, was the recorded owner a piece of land measuring an area 03 (three satak), rayat, situate and lying at Mouza Mahisbathan, J.L. No. 18, under Kri Khatian No. 96, in R.S. Dag No.215, under Police Station- Rajarhat at present East Bidhannagar, in the District North 24 Parganas, along with other landed property.

AND WHEREAS while the said Gour Naskar (now deceased) seized and possessed his right, title and interest of or otherwise well and sufficiently entitled to the said land measuring 03 (three) satak situate and lying at Mouza- Mahisbathan, J.L. No. 18, under Kri Khatian No. 96 in R.S. Dag No. 215, in the District North 24 Parganas, along with other landed property died living behind his wife Smt. Sushila Naskar, five sons namely i) Sri Dulal Naskar, ii) Sri Pravash Naskar, iii) Sri Subash Naskar, iv) Sri Palan Naskar and v) Sri Gopal Naskar and two daughters namely Smt. Halina Mondal (Naskar) wife of Subash Mondal and Smt. Kalpana Mondal (Naskar) wife of Jadav Mondal, as his legal heirs/successors,

AND WHEREAS After demise of the said Gour Naskar, the aforesaid legal heirs/successors became owner of the aforesaid 03(three) sataks of land along with other landed property of the said deceased Gour Naskar and by a verbal partition deed the said Gopal Naskar (one of the above-mentioned legal heirs / successors) obtained the said land of 03 (three) sataks as his share.

AND WHEREAS As per said Verbal partition deed Gopal Naskar became absolute owner of the said 03 (three) sataks land situate and lying at Mouza- Mahisbathan, JL. No. 18, under Kri Khatian No. 96, R.S. Dag No.215, under Police Station: East Bidhannagar, in the District North 24 Parganas, and seized and possessed his right, title and interest and possession or otherwise well and sufficiently entitled to ALL THAT the said land of 03 (three) sataks and free from all encumbrances, charges, liens, *lispendens*, attachment, requisition, acquisition, trust whatsoever and also have full right and power to sale the said property full or in part.

AND WHEREAS said SAMAR BASU decided to sale his aforesaid land measuring an area 03(three) cottals 9 (nine) Chittacks, 20 (twenty) sq.ft be the same a little more or less situate and lying at Mouza Mahisbathan, J.L. No, 18, Touzi No. 145, R.S. No, 204, R5. Dag No, 215, under Khatian No. 78, under Police Station- East Bidhannagar, in the District North 24 Parganas, briefly described in below mentioned (a) of the schedule and

also GOPAL NASKAR decided to sell 4(four) Chittacks 14 (fourteen) sq.ft, be the same a little more or less out of his share of 03 (three) satak situate and lying at Mouza- Mahisbathan, J.L. No. 18, under Kri Khatian No. 96, under Police Station- Rajarhat, at present East Bidhannagar, in the District North 24 Parganas, briefly described in the below mentioned (b) of the schedule. Total land of the SAMAR BASU & GOPAL NASKAR (a) 3 (three) cottahs 9(Nine) Chitaks, 20 (twenty sq.ft. + (b) 4 (four) chhitacks, 14(fourteen) sq.ft. total 3 (three) cottahs, 13 (thirteen) chittacks, 34(thirty four) sq.ft be the same a little more or less sold to **MR. BIRENDRA NATH NASKAR**, Son of late Goloke Chandra Naskar, by faith Hindu, by occupation Business, resident of MB 285, Mahishbathan, Sector-V, Bidhannagar (Saltlake City), Kolkata- 700 102, Police Station- East Bidhannagar, District North 24 Parganas by virtue of **Deed of Conveyance** executed on 18TH day of August, 2010, **Vide Deed No. 08715 of 2010**, registered in the office of the Additional District Sub-Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 14, Page from 10715 to 10733, **Being No. 08715 for the Year 2010**.

THAT **MR. BIRENDRA NATH NASKAR** desired to develop an area 03(three) cottals 9 (nine) Chittacks, 20 (twenty) sq. ft be the same a little more or less situate and lying at Mouza Mahisbathan, J.L. No, 18, Touzi No. 145, R.S. No, 204, R.S. Dag No, 215, under Khatian No. 78, under Police Station- East Bidhannagar, in the District North 24 Parganas.

That **MR. BIRENDRA NATH NASKAR** mutated his name in respect of said Property in the record of concerned BL&LRO office and the said office assigned **L.R. Khatian No. 1559** to the Owner. The Owner is regularly paying the taxes/khajna all outgoings in respect of the said Property and continuing with the absolute right, title and interest and peaceful possession and enjoyment of said Property and That as per actual measurement of the Land is 3 (Three) Cottahs 8 (Eight) Chittacks 05 (Five) Sq. Ft.

THAT **MR. BIRENDRA NATH NASKAR** executed a JOINT VENTURE DEVELOPMENT AGREEMENT on 5TH DAY OF JULY 2024 and it was duly registered in the office of the ADSR Bidhannagar and recorded in **Deed No: I-150401766/2024**, Book No. I, Volume No: 1504-2024, Page No: 70906 to 70947 and also executed a GENERAL POWER OF ATTORNEY IN CONNECTION WITH THE JOINT VENTURE DEVELOPMENT AGREEMENT and it was duly registered in the office of the ADSR Bidhannagar and recorded in **Deed No: I-150401774/2024**, Book No. I, Volume No: 1504-2024, Page No: 73223 to 73245 with **M/S VALUE HOMES REALTECH PRIVATE LIMITED**.

WHEREAS one Pashupati Mandal son of Late Sukdeb Mandal was the owner by virtue of a Partition deed **executed on 04.06.1971 vide Deed No.3186** registered in Sub registrar Cossipore Dum Dum, and recorded in Book No. I, Volume No. 51, Pages 1 to 16, being No. 3186 for the year 1978 of the Land situate and lying at Mouza-Mahishbathan, J.L. No. 18, Touzi No. 145, R.S. No. 204, R.S. Dag No. 216, under Khatian No. 56, in the District North 24 Parganas Sub Registry office Cossipore DumDum **and sold 14 Satak of the Bastu Land to RAM PADA MONDAL**, Son of Late Umesh Mondal by virtue of Deed executed on **07.05.1977 vide Deed No.2670** registered in Sub registrar Cossipore Dum Dum, and recorded in Book No. I, Volume No. 81, Pages 8 to 10, being No. 2670 for the year 1977.

THAT **RAM PADA MONDAL**, Son of Late Umesh Mondal died intestate on 16.06.2005 leaving behind his wife Kamini Mondal, one son namely **Gopal Mondal** one Daughter namely **Chayarani Bar(Mondal)** and all became absolute owner of the land purchased by the Late RAM PADA MONDAL, by way of Hindu Succession Act 1956 and by law of inheritance.

THAT Kamini Mondal gifted her 1/3rd Share to her Son Gopal Mondal i.e 2 Cottaha 14 Chittak alongwith 300 Sq Ft Tali Shaded dwelling unit by virtue of a Gift Deed executed on 18.10.2017 registered in District Sub Registrar II North 24 Parganas, Barasat, vide **Deed No. 3274** and recorded in Book No. I, Volume No. 1502-2017 pages 82788 to 82812, being No. 150203247 for the year 2017 and Sri Gopal Mondal became absolute owner of the 2/3rd Share of the property i.e admeasuring 9.33 Satak of Land purchased by his father Late RAM PADA MONDAL and Smt. Chayarani Bar(Mondal) became absolute owner of 1/3RD Share of the property i.e admeasuring 4.67 Satak of Land by way of law of inheritance purchased by her father Late RAM PADA MONDAL.

AND WHEREAS SRI GOPAL MONDAL and his sister **SMT CHAYARANI BAR(MONDAL)**, mutated their name in respect of said Property in the record of concerned BL & LRO office and the said office assigned **L.R. Khatian No. 2086 and 2087** to the Owners respectively. The Owners are regularly paying the taxes/khajna all outgoings in respect of the said Property and continuing with the absolute right, title and interest and peaceful possession and enjoyment of said Property and **THAT as per the Actual measurement the Land 8 (Eight) Cottahs 8 (Eight) Chittack 34 Sq. Ft.**

THAT SRI GOPAL MONDAL & MRS. CHHAYARANI BAR @ MRS. CHHAYARANI BAR(Mondal) executed a **JOINT VENTURE DEVELOPMENT AGREEMENT** on 5TH DAY

OF JULY 2024 and it was duly registered in the office of the ADSR Bidhannagar and recorded in **Deed No. I-150401764/2024**, Book No. I, Volume No. 1504-2024 Page No: 70866 to 70905 and also executed a **GENERAL POWER OF ATTORNEY** IN CONNECTION WITH THE JOINT VENTURE DEVELOPMENT AGREEMENT and it was duly registered in the office of the ADSR Bidhannagar and recorded in **Deed No. I-150401773/2024**, Book No. I, Volume No: 1504-2024, Page No: 71150 to 71170 with **M/S VALUE HOMES REALTECH PRIVATE LIMITED**.

THAT for smooth implementation of the project the Land Owners Amalgamated their Land and executed a **DEED OF DECLARATION for AMALGAMATION** on 25TH day OF SEPTEMBER, 2024, in the office of the Additional Registrar of Assurances IV- Kolkata vide **Deed No. 190414205/2024** and recorded in Book No. I, Volume No. 1904-2024, Page No. from 760576 to 760598, being No. 190414205 for the year 2024 and executed on BOUNDARY DECLARATION on 25TH day OF SEPTEMBER, 2024, in the office of the Additional Registrar of Assurances IV- Kolkata vide **Deed No. 190414217/2024** and recorded in Book No. I, Volume No. 1904-2024, Page No. from 763828 to 763842, being No. 190414217 for the year 2024.

Afterward the Developer obtained, caused to obtain and taking steps to obtain all required consents, approvals, sanctions, clearance, NOCs and permissions, etc. in respect of the said Project and also applied to the **Bidhannagar Municipal Corporation and Approved sanctioned plan vide, dated** and will complete the building according to the Plan.

NOW the Land-Owners and Vendors agreed to sell after getting possession from the developer and the Purchaser (herein) after being satisfied about the title of the Land-Owners in respect of the said property and after inspection of the relevant Papers, deeds, documents and the building sanctioned plan have agreed to purchase **Flat admeasuring Sq. Ft. Carpet Area**, being the **Flat No.:**, on the **Floor**, together with undivided proportionate share in the land of the premises and right of **Developer's Allocation** together with all advantage, benefits, and proportionate common right of all areas, paths, passages, corridors, lavatories, drains and sewages etc., of the building & premises more fully and particularly described in all the Schedules below and marked with "**RED**" border, on the floor plan attached hereto, at a consideration price of **Rs./- (Rupees Only)** free from all encumbrances, under the terms and conditions hereinafter appearing to which the parties hereto have agreed.

NOW THIS INDENTURE WITNESSETH That in pursuance of the agreement and in consideration of sum of **Rs./- (Rupees Only)** including cost of EDC, truly paid by purchaser to the vendor as per memo below (receipt of which sum is Hereby admitted and acknowledged) and of land from the payment of

the same or ever release, discharge and acquit the **Purchasers** for the said flat/unit and properties appurtenant there to and the Land-Owners do hereby grant , convey, transfer assign and assure the said Flat and Car Parking Space if Any /unit **TOGETHER WITH** impartible proportionate share in the land contained in the premises more fully and particulars described in the schedule “B” hereto **TOGETHER WITH** the exclusive right to own, use and occupy the said flat/unit morefully described in the Schedule “B” hereto and Delineated in the map or plan annexed hereto and bordered “**RED**” thereon **AND** also the proportionate right to own , use the common areas more fully described in the schedule “C” hereto, in common with the co-owners and/or occupiers of the new building and **TOGETHER WITH** the rights and properties appurtenant thereto free from all encumbrances **BUT SUBJECT TO** the obligation to have the said unit and the common areas, so constructed which area all hereafter as well as collectively called the said proportionate share of land and the rights and properties appurtenant thereto **AND** the reversion or reversions , remainder or remainders and the rents , issues and profits of the said share and rights and properties appurtenant thereto and other rights hereby conveyed **AND** all the estate rights , title, interest, property claim and demand whatsoever of the Land/Owners into or upon the said proportionate share of land and rights and properties appurtenant thereto and all other benefits , rights and properties therein comprised and hereby granted, sold, conveyed, transferred ,assigned and assure or expressed or intended also to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHERWITH** all rights, liberties and appurtenances whatsoever to and unto the Purchasers, free from all encumbrances , trusts, liens, *lispendens* and attachments whatsoever (save only those as are expressly mentioned herein) **AND TOGETHER FURTHER WITHSUBJECT TO** the easement or quasi-easements and other stipulated and provisions in connection with the beneficial common use and enjoyment of the premises , the land and the new building , by the **Purchasers** and the Co-owners as mentioned in the Third Schedule hereto **TO HAVE AND TO HOLD** the said proportionate share of land and the rights and properties appurtenant thereto and all other benefits and the rights hereby granted , sold, conveyed , transferred, assigned and assure or expressed or intended so to be and every part and parts thereof respectively or arising out there from, absolutely and forever and **ALSO SUBJECT TO** the particulars paying and discharging all taxes, impositions and other common expenses relating to the premises proportionately and the said unit and/or the said proportionate share of land and the rights and properties , appurtenant , thereto , wholly, details whereof are fully mentioned in the Schedule “D” hereto.

THE VENDOR DOTH HEREBY CONVENANT WITH THE PURCHASER

- 1) The interest which the Vendor in respect of proportionate share of land underneath in the said building and premises and the Vendor in respect of the construction of the said Flat and Car Parking Space if Any do hereby jointly and severally profess to transfer. Subsist and the Vendors have good right, full power and absolute authority indefeasible title to grant, convey, transfer, assign and assure that said Flat and Car Parking Space if Any and undivided share of land underneath hereby granted, conveyed, transferred, assured and assigned unto and in favour of the purchaser forever herein in the manner as aforesaid.

- 2) That the Flat and undivided share of land sold to the purchaser is not under the notices of acquisition or requisition by the State or Central Government or by any authority concern.
- 3) That henceforth the Vendor shall have no right or interest left in the said Flat and Car Parking Space if Any and undivided proportionate share of land underneath the building and the purchaser and their successors, heirs, representatives shall be rightful and absolute owner of the same and peacefully and quietly hold, occupy and possess the same and enjoy all benefits and every part thereof as per terms and conditions and declarations mentioned herein,
- 4) It shall be lawful for the purchaser from time to time and at all material times hereafter to enter into hold and enjoy the said Flat and Car Parking Space if Any and to receive the rents, issues and profits thereof and the right to transfer, sale, gift, mortgage and any other transfer of the said flat and undivided share of interest in the land underneath the said building without any interruption hindrance, claim and demand, any lawful ejection, disturbance whatsoever and hereinafter from or by the Vendor and Developer or any person or persons lawfully or equitably claiming from under or in trust for Vendor and Developer,
- 5) That the said Flat and Car Parking Space if Any and impartible undivided proportionate share or interest in the land comprised in the said Flat and Car Parking Space if Any is free and discharged from and against all manner of encumbrances whatsoever.
- 6) The Vendor shall from time to time and at all time hereafter on every reasonable request and at the cost of the purchaser make do acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds conveyances, matters and things whatsoever for better or more perfectly assuring the said Flat and Car Parking Space if Any and said undivided share or interest in the land comprised in the said Flats unto the purchaser in the manner aforesaid as shall or may be reasonable required.
- 7) The Vendor and Developer shall unless prevented by fire or some other inevitable accident from time to time and all times hereinafter upon every request and at the cost of the purchaser produce or cause to be produce to the purchaser or his heirs or agents or attorney or at any trial, commission or examination or otherwise as accession shall require all or any of the deeds documents and writing relating to the title of the said premises and also shall at the like request and cost, deliver to the purchaser such attested or other copies or extract of and from the said deeds and writing or any of them as the purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writing safe unobliterated and uncanceled.
- 8) The Vendor hereby declare that save and except the Vendor no other person or persons or body, corporate has any right, title and interest in respect of land in the said premises or in respect of the Flat, Vendor further declare that they have not done or execute any act, deed or thing whereby the said land and flat hereby granted, sold, transferred, assign, assured or expressed or intended so to be or any part thereof be encumbered or affected in title or otherwise and the Vendor hereby indemnified and keep the purchaser indemnified against any loss and damage which the purchaser may suffer due to defect in title of the Vendor in respect of the said premises and or said flat.
- 9) To have and to hold the said Flat and Car Parking Space if Any and undivided share of land hereby sold, conveyed, transferred, realized and granted or expressed by the Vendor and intended to be unto and to the use and benefit of the purchaser absolutely forever.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:

- a) To co-operate with the other Co-purchaser, Owners and the Developer in management and maintenance of the building.
- b) To observe the rules framed from time to time by the Association / Society for quit and peaceful enjoyment of the said building as a decent building for residential purpose only,
- c) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and / or in respect of the said building those mentioned more fully in the SCHEDULE "E" hereunder written proportionately for the building and /or common parts and wholly for the said Flat and Car Parking Space if Any and /or to make deposit on account thereof to the Developer and upon formation of the Association / Society as the case may be and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of said Flat and Car Parking Space if Any has been taken or not by the purchaser.
- d) To pay charges for electricity in or relating to the said Flat and Car Parking Space if Any wholly and proportionately in relating to the common parts.
- e) Not to sub-divide or make partition of the said Flat and Car Parking Space if Any or any portion including common areas, common fixture or not to do any addition or alteration by demolishing any wall, pillar brim in the said Flat and Car Parking Space if Any or in common portion.
- f) To use the said Flat and Car Parking Space if Any only for residential purpose only not any other purpose.
- g) That satisfied with the construction and all material used and can't sue against the vendor/developer regarding the quality of the construction and material used thereon.
- h) Not put name plate or letter box or neon sign board in the common areas or any outer wall of the building or the said Flat and Car Parking Space if Any save at place specified by the Developer, provided however nothing contained herein shall prevented the purchaser to put a name plate outside the main door of the said Flat,
- i) Not to decorate or paint or otherwise alter the exterior of the said Flat and Car Parking Space if Any or common parts of the building in any manner save in accordance with the General Scheme thereof as specified by the Developer or Association.
- j) Not to do anything whereby the co-purchaser or owners are obstructed or prevented from enjoying quietly and exclusively of their respective flats and jointly of the common parts of the premises.
- k) Not to do or cause anything to be done in or around the said Flat and Car Parking Space if Any which may cause or tend to be cause or tantamount to cause or affect any damage to any pillars, door or ceiling of the said Flat and Car Parking Space if Any or adjacent to the said Flat and Car Parking Space if Any or in any manner, interfere with the use and right and enjoyment thereof or any open, covered space, passage, corridor and amenities available for common use.
- l) Not to cause any nuisance or annoyance to the co-purchaser or owners or occupants of other portion of building or flat to the occupiers of the other building in neighborhood.
- m) Not to throw any rubbish or store any article, goods, waste or combustible goods in the said Flat and Car Parking Space if Any and or in the common parts or open space in the said building save such place as may be specified by the Developer.

- n) Not to store or install any noisy and heavy machine or obnoxious, offensive, illegal combustible goods in the said flat or in common space or not to do any illegal, immoral activity in the said flat,
- o) Ultimate Roof / Terrace of the building will be common to the co-owners who will have right to use the roof by making temporary pandal for their any occasion or ceremony, but the purchaser shall have no right to make any additional permanent construction on the roof or any common, open space in the premises or building,
- p) Purchaser shall keep his flat in good condition. Purchaser shall have right to decorate their flat without damaging any partition wall and without any structural changes of the said Flat and Car Parking Space if Any and in no event Vendor and Developer shall be responsible for violation of any of the rules and regulations of the local Municipality or any other authorities.
- q) The purchaser shall be member of the Association /Society to be formed upon completion of the building and shall observe and perform all the rules and regulation which the association, society may adopt at its inception and may be made from time to time for protection and maintenance of the said building and flats, flats therein and for the observance and performance of the building Rules and Regulation and bye-laws for time being of the concerned local Authority and observe and perform all the stipulations and condition laid down by the Association/Society regarding the occupation and use of the flats in the building and shall pay and contribute regularly and punctually towards the Tax, Expenses or other outgoings in accordance with the terms of the agreement.
- r) The Developer and upon formation of the Association / Society shall be entitled to withhold all utilities and facilities to the purchaser and / or said Flat and Car Parking Space if Any including water supply and other service without prejudice to ingress in and egress out from the flat through common passage mid staircase during the period of default in respect of payment of common expenses.
- s) The purchaser shall pay the amount required to be paid by way of Security deposits, Installation charges of Transformer cost and other expenses to the authority concern through the Developer for obtaining separate electric meter for the flat, separately over and above the consideration money.

SCHEDULE – A

THE LAND

ALL THAT piece and Parcel of “Bastu” land measuring about **12 (Twelve) Cottahs and 39 (Thirty-Nine) Square Feet** (as per physical measurement) be the same a little more or less, equivalent to **20 Decimal**, be the same a little more or less, situated in lying and situated under **Mouza - MAHISBATHAN**, J. L. No. 18, Re. Sa. No. 203 and 204, Touzi No. 145, comprised in R. S. Dag No. 216 and 215 under R. S. Khatian No. 56 and 78, **L. R. Dag No. 216 & 215, L. R. Khatian No. 2086, 2087 & 1559** within the local limits of **Ward No. 28** of the Bidhannagar Municipal Corporation, **Road:- Abadpara (Mahisbathan)**, within the jurisdiction of the Office of the ADSR at Bidhannagar, Salt Lake City, **Police Station- erstwhile East Bidhannagar and Now Electronics Complex**, Dist. North 24-Parganas, Pin:-700102

and the Project Known as “**SELENA**” and butted and bounded in the manner as follows:-

ON THE NORTH BY : R.S. Dag No 218

ON THE SOUTH BY : Municipal Road (34 Feet wide Road)

ON THE EAST BY : R.S. Dag No. 217

ON THE WEST BY : R.S. Dag No. 216 Part

SCHEDULE – B

(THE SAID FLAT ABOVE REFERRED TO)

ALL THAT one self-contained residential flat being Flat No. in the **Floor**, Type**BHK** of the said **Newly Constructed Building** having **Carpet Area aboutSq. Ft** and a **Car Parking Space if any admeasuring 135 Sq ft** , together with undivided proportionate share in the land described in Schedule - A and along with common areas, facilities mentioned in the Schedule - C written below and proportional common expenses and obligations mentioned in the Schedule - D written below , **out of the Developer’s Allocation** more fully and particularly shown in the provisional/submitted Plan annexed herewith which is the part and parcel of this agreement.

SCHEDULE - C

(COMMON PARTS, PORTIONS, AREAS, FACILITIES AND AMENITIES ABOVE REFERRED TO)

COMMON PARTS, PORTIONS, AREAS

1. Lobbies, top roof, common passages and staircases of the building or buildings and common paths in the said Property.
2. Lifts, lift machinery and lift pits.
3. Common drains, sewers and pipes.
4. Common water reservoirs, water tanks, water pipes (save those inside any Flat).
5. Wires and accessories for lighting of Common Areas of the Building.
6. Pumps and motors.
7. Fire safety system.
8. Generator for lift and common services and areas.
9. Caretaker Room, Durwan Room/Gumti.
10. Space for Generator installation, Electrical installation and Meter Room.
11. Boundary walls
12. Gymnasium.

FACILITIES AND AMENITIES

1. Power Backup (24 Hours) by providing Diesel Generator (45KVA)

2. Transformer Installation of 60KVA.
3. Community Hall of 20'X30' will be provided at roof top with following parameters.
 - a. Half height Masonry Brick Wall with both sides plastering.
 - b. Soft roofing by TATA Sheet (Industrial) supporting on M.S Pipe & Roof Truss.
 - c. False ceiling
 - d. POP at inner walls
 - e. Aluminum Door & Window glazed shutter
 - f. External Emulsion Paint at outer walls
 - g. A.C (Branded) 2nos @ 1.5T
- 4 Lift of 4 (Four) Passengers will be installed
- 5 Iron Removal Plant will be installed.
- 6 CCTV at common areas
- 7 Fire fighting equipments on each floor.

SCHEDULE - E

(COMMON EXPENSES PURCHASER SHALL BEAR PROPORTIONALLY ABOVE REFERRED TO)

- A) The expenses of administration, maintenance, repair, replacement of the common parts, equipment's, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, electric wirings, installations, sewer, drains, and all other common parts, fixtures, fittings and equipment's, in, under or upon building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
- B) The cost of cleaning and lightning the passage landings, staircases, lifts and other parts of the said other parts of the said building including the open spaces.
- C) The cost of decorating, repairing and painting the exterior of the said building.
- D) The salaries of clerks, chowkidars, durwans, Liftman, sweepers, electricians, plumbers etc.
- E) Municipal and other taxes.
- F) Cost of water meter or electric meter and / or any deposit or electricity, electric charges for common rights, water pumps etc.
- G) Service, maintenance and repair charges of pumps lift etc.
- H) Such other capital or recurring expenses as are necessary and incidental for the maintenance and upkeep of the said open spaces and all other amenities of common nature to be enjoyed by the Purchaser with the Owners or occupants of the other flats in the said building.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

In Kolkata In the presence of

Witnesses:

1.

SIGNATURE OF KAJAL KUMAR MALLICK
Lawful constituted Attorney of the Owners herein
(OWNERS)

2.

SIGNATURE OF DEVELOPER

SIGNATURE OF PURCHASER

Drafted by,

Soumen Mukherjee,
Advocate
High Court at Calcutta
Enrollment No. WB/1572/2010
Call 09474316928

MEMO OF CONSIDERATION

Received a sum of **Rs...../- (Rupees Only)** from the above said purchaser for the Schedule –B as a full and final settlement by way as below stated:

SL. No.	Date	Payment details Bank and Branch	Amount (in Rupees)
1.			
2.			
3.			
4.			
5.			
6.			
Total			

All Cheques are Subject to realization.

WITNESSES: -

1.

SIGNATURE OF DEVELOPER

2.

FLOOR PLAN OF "SELENA" BUILDING SITUATED IN MOUZA - MAHISBATHAN, J. L. NO. 18, RE. SA. NO. 203 AND 204, TOUZI NO. 145, L. R. DAG NO. 216 & 215, L. R. KHATIAN NO. 2086, 2087 & 1559 WITHIN THE LOCAL LIMITS OF WARD NO. 28 OF THE BIDHANNAGAR MUNICIPAL CORPORATION, ROAD:- ABADPARA (MAHISBATHAN), POLICE STATION-ERSTWHILE EAST BIDHANNAGAR AND NOW ELECTRONICS COMPLEX, DIST. NORTH 24-PARGANAS, PIN:-700102

VALUE HOMES REALTECH PVT. LTD.

Rajalkumman Mallik

Director