

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand

By and Between

TANMOY MAJUMDAR [PAN: BCWPM9325B] son of Late Tarun Kumar Majumdar, by Nationality: Indian, by faith: Hindu, by occupation: Business residing at 2/3, Rajendra Prasad Road, C-zone, Durgapur, P.O: Durgapur, P.S: Durgapur, District: Paschim Bardhaman, West Bengal, Pin: 713205 **(2) KRISHNA KUMAR @ KRISHNA KUMAR UPADHYAY** [PAN: BGHPK9924R] son of Ajit Kumar Upadhyay by Nationality: Indian, by faith: Hindu, by occupation: Business residing at Panagarh Bazar, N.S. Road, Panagarh, Durgapur, P.O: Panagarh, P.S: Kanksa District: Paschim Bardhaman, West Bengal, Pin: 713148 **(3) RAJESH SINGH [PAN: BPQPS1807B]** son of Lakshman Singh by Nationality: Indian, by faith: Hindu, by occupation: Business residing at Pardai More, IQ City Road, Fuljhore, P.O: Durgapur-06, P.S: New Township District: Paschim Bardhaman, West Bengal, Pin: 713148 represented by their Constitute Attorney **M/S. VINAYAK CONSTRUCTION & DEVELOPERS** [PAN: AAXFV3283B] represented by it's Partners namely **(1) MANAS BHATTACHARYYA**, [PAN: AJKPB0880A] son of Tapan Kumar Bhattacharyya by Nationality: Indian, by faith: Hindu, by occupation: Business residing at 86, Sanchita Park, Bidhannagar, P.O: Durgapur-06, P.S: New Township District: Paschim Bardhaman, West Bengal, Pin: 713212 **(2) RAJ TIWARI**, [PAN: AJZPT5793M] son of Late Dewasish Tiwari by Nationality: Indian, by faith: Hindu, by occupation: Business residing at Bankali Tala, P.O: Rajbandh, P.S: Kanksa District: Paschim Bardhaman, West Bengal, Pin: 713212 and **(3) SUVADIP SINHA**, [PAN: BAIPS1988Q] son of Swapan Kumar Sinha by Nationality: Indian, by faith: Hindu, by occupation: Business residing at 5/119, Sammilani Park, Sector-2, P.O: Durgapur-06, P.S: New Township District: Paschim Bardhaman, West Bengal, Pin: 713206, authorized vide Development Power Of Attorney after registered Development Agreement dated 28th day of June, 2024 registered at the office of the Additional District Sub-Registrar, Durgapur, West Bengal and recorded in Book No: I, Volume No: 2306-2024, Pages from 122682 to 122700 bearing No: 230606727 for the year 2024 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-

interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

AND

M/S. VINAYAK CONSTRUCTION & DEVELOPERS [PAN: AAXFV3283B] represented by its Partners namely **(1) MANAS BHATTACHARYYA**, [PAN: AJKPB0880A] son of Tapan Kumar Bhattacharyya by Nationality: Indian, by faith: Hindu, by occupation: Business residing at 86, Sanchita Park, Bidhannagar, P.O: Durgapur-06, P.S: New Township District: Paschim Bardhaman, West Bengal, Pin: 713212 **(2) RAJ TIWARI**, [PAN: AJZPT5793M] son of Late Dewasish Tiwari by Nationality: Indian, by faith: Hindu, by occupation: Business residing at Bankali Tala, P.O: Rajbandh, P.S: Kanksa District: Paschim Bardhaman, West Bengal, Pin: 713212 and **(3) SUVADIP SINHA**, [PAN: BAIPS1988Q] son of Swapan Kumar Sinha by Nationality: Indian, by faith: Hindu, by occupation: Business residing at 5/119, Sammilani Park, Sector-2, P.O: Durgapur-06, P.S: New Township District: Paschim Bardhaman, West Bengal, Pin: 713206, hereinafter referred to as the "**DEVELOPERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____)
son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[Please insert details of other allottee(s), in case of more than one allottee]

The DEVELOPERS and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. Bhusan Chandra Kesh and Mritunjoy Kesh were the absolute and lawful owner of the piece and parcel of land constructed under R.S. Plot No: 273, L.R. Plot No: 82, Khatian No: 70 & 110 respectively and their names were duly recorded in R.S.R.O.R. During his peaceful possession, Bhusan Chandra Kesh died intestate leaving behind his only son Dhananjoy Kesh as his only legal heir according to Hindu Succession Act, 1956, who solely inherited the said 8 Decimal of land and on the other hand during his peaceful possession Mritunjoy Kesh died intestate leaving behind his only son Damodar Kesh as his only legal heir according to Hindu Succession Act, 1956, who solely inherited the said 8 Decimal of land.

- B. Dhananjoy Kesh, Damodar Kesh, Sukhomoy Kesh, Banshidhari Kesh, Nirod Baran Kesh, Subodh Kesh, Monojit Kesh, Niranjan Kesh, Deb Ranjan Kesh, Monoranjan Kesh, Multi Ranjan Kesh, Kumud Ranjan Kesh, Biswanath Kesh, Dwarka Nath Kesh and Malati Kesh were the absolute and lawful owners of the land constructed under R.S. Plot No: 273, in area of land 16 Decimal and their names were duly recorded in R.S.R.O.R.
- C. By a virtue of a Sale Deed dated 06.09.2011, Dhananjoy Kesh, Damodar Kesh, Sukhomoy Kesh, Banshidhari Kesh, Nirod Baran Kesh, Subodh Kesh, Monojit Kesh, Niranjan Kesh, Deb Ranjan Kesh, Monoranjan Kesh, Multi Ranjan Kesh, Kumud Ranjan Kesh, Biswanath Kesh, Dwarka Nath Kesh and Malati Kesh sold, transferred, conveyed the entire piece of land of 32 Decimal to and in favor of Bikash Mondal, which was registered in A.D.S.R Durgapur and recorded in being Deed No: I-06902 for the year 2011.
- D. By a virtue of a Sale Deed, Bikash Mondal sold, transferred, conveyed 25 Decimal of land out of the 32 Decimal of land constructed at R.S. Plot No: 273, L.R. Plot No: 82 to and in favor of Kuchil Bauri by way of two separate registered Deed of Sale, vide Deed No: 1822/2014 (Sale Area 12.75 Decimal) and another Sale Deed No: 1823/2014 (Sale Area 12.75 Decimal) and subsequently out of two, one of the Registered Owner namely Sekh Sahajahan, son of Sekh Murtaj rest portion of land measuring an area of 6.5 Decimal recorded in his sole name under separate L.R. Khatian No: 803 with the verbal consent & knowledge of the another owner Bikash Mondal.
- E. Sekh Sahajahan by a virtue of a Sale Deed dated 14.03.2022 sold, transferred & conveyed the land admeasuring 6 Decimals to and in favor of Tanmoy Majumder, Krishna Kumar @ Krishna Kumar Upadhyay and Rajesh Singh which was registered at the office at ADSR Durgapur and recorded in Book No: I, CD Volume No: 2306-2022 from Pages 78664 to 78722 being No: 230601628 for the year 2022.
- F. The Schedule mentioned property originally belong to Madan Kesh and during his peaceful possession died leaving behind his five sons, namely Sukhomay Kesh, Gopikanta Kesh, Rabikanta Kesh, Shyamapada Kesh and Haradhan Kesh and they all jointly inherited the said property by way of only legal heirs and successors.

- G. Said Sukhomay Kesh, Gopikanta Kesh, Rabikanta Kesh, Shyamapada Kesh and Haradhan Kesh during their peaceful possession jointly transferred the land measuring an area 7.25 Decimal under RS. Plot No.273, L.R. Plot No.82, LR. Khatian No.84 & 96 in favour of (1) Sri Puranjoy Gope, S/o. Late Bhaktipalda Gope, (2) Sri Buddhadeb De, Sjo. Sri Dakshina Pada De, (3) Sekh Kabir Hossain, Slo. Sekh Abdul Garib. (4) Sekh Sahajahan, S/o. Sekh Murtaj. (5) Sekh Ismail, S/o. Late Sekh Fakir by way of Regd. Deed of Sale, registered at ADSR Durgapur, dated-19.12.2013 vide Sale Deed No. I-9981 for the year 2013.
- H. The Schedule mentioned property originally belonged to Bankim Chandra Kesh and his name duly recorded in LR Khatian No.61, measuring an area 5 Decimal under RS. Plot No.273, LR. Plot No.82.
- I. During his peaceful possession of land measuring an area 5 Decimal under R.S. Plot No.273, L.R. Plot No.82 and said Bankim Chandra Kesh transferred land measuring an area 3 Katha in favour of Krishnapada Nayek @ Krishna Chandra Nayek, son of Badal Chandra Nayek @ Badal Chandra Nayek by way of Regd. Deed of Sale, vide Sale Deed No. 0144 for the year of 1968.
- J. Said Krishnapada Layek @ Krishna Chandra Nayek, son of Badal Chandra Layek Badal Chandra Nayek during his peaceful possession of the aforesaid land measuring an area 3 Katha transferred in favour of Buddhadev Dey, son of Dakhinapada Dey, by way of Regd. Deed of Sale, vide Sale Deed No.5741 for the year of 2021.
- K. Said Sri Kuchil Bauri, Sri Late Krittibas Bauri & Sri Ashutosh Mondal, Sic. Late Subal Mondal duly their peaceful possession transferred of land measuring an area (10+10)-20 katha or (16.5+16.5)-33 decimal in favour of (1) Sri Rajesh Singh. Sjo. Sri Lakshman Singh, (2) Sri Tanmoy Majtilar Sjo. Late Tarun Kumar Majumdar, (3) Sri Krishna Kumar, Slo. Sri Ajeet Kumar Upadhyay, (4) Sri Prakash Kumar Singh, Sio. Late Surendra Singh by way of two separate Regd. sale Deed No. 1-01860 (10 Katha) and I-01867 (10 Katha) for the year 2014 at ADSR Durgapur, dated-10.03.2014.
- L. Said (1) Sri Rajesh Singh, Sio. Sri Lakshman Singh. (2) Sri Tanmoy Majurndar, S/o. Late Tarun Kumar Majumdar, (3) Sri Krishna Kumar, S/o. Sri Ajeet Kumar Upadhyay (4) Sri Prakash Kumar Singh, S/o. Late Surendra Singh all are after purchased of the said property they

mutated their names in four separate L.R. parcha being Khatian Nos. 700,701, 702 & 703 respectively.

- M. Said (1) Sri Rajesh Singh, Sjo. Sri Lakshman Singh, (2) Sri Tanmoy Majumdar, Sic. Late Tarun Kumar Majumdar, (3) Sri Krishna Kumar, Slo. Sri Ajeet Kumar Upadhyay. (4) Sri Prakash Kumar Singh, S/o. Late Surendra Singh subsequently entered a partition Deed being No. 1-4520 for the year 2016 registered at ADSR Durgapur, dated-27.07.2016 and they have jointly acquired the land measuring 20 Katha or 33 Decimal of property to the extent of equal shares.
- N. Sri Rajesh Singh, Son of Sri Lakshman Singh during his share of the partition deed mutated his name in LR. Records of Rights and obtained L.R. Parcha being Khatian No. 700 (recorded area 8 Decimal) and converted said land (measuring 8 Decimal) into Danga and Khajna Tax & Municipality tax upto date and thereafter Sri Rajesh Singh, Son of Sri Lakshman Singh during his peaceful possession transferred the land measuring 5 Katha or 8.25 Decimal in favour of his mother namely Saut. Sarada Debi Wife of Sri Lakshman Singh by way of Registered Gift Deed registered at ADSR Durgapur, dated-30.08.2016 under Book No: I, Vol. No. 0206-2016. Page from 90127 to 90141 being No. 1-5521 for the year 2016.
- O. Said Sri Prakash Kumar Singh, S/o. Late Surendra Singh during his peaceful possession transferred the land measuring 2.5 katha or 4.125 decimal along with 100 Sq. Ft. Residential Building in favour of Sri Tanmoy Majumdar by way of Regd. Sale Deed being No. I-05207 for the year 2016 registered at ADSR Durgapur, dated-18.08.2016 and also transferred the land measuring 2.5 katha or 4.125 decimal in favour of Sri Krishna Kumar by way of Regd. Sale Deed being No. 1-05208 for the year 2016 registered at ADSR Durgapur, dated-18.08.2016.
- P. Said (1) Sri Buddhadeb De, Sjo. Sri Dakshina Pada De, (2) Sk. Kabir Hossain, son of Sk. Abdul Gareekh, (3) Sekh Sahajahan, Sio. Sekh Murtaj.(4) Sk. Ismail, son of Late Sk. Fakir and (5) Sri Puranjoy Gope, son of Late Bhaktipada Gope during their peaceful possession transferred land measuring 16.95 decimal in favour of Tarunoy Majumdar. Sjo. Late Tarun Kumar Majundar & Krishna Kumar, S/o. Ajit Kumar Upadhyay by way of Regd. Sale Deed being No. I-1628 for the year 2022, registered at ADSR Durgapur, dated-14.03.2022.
- Q. Said present owners namely Tanmoy Majumdar, Sto. Late Tarun Kunnar Majumdar & Krishna Kumar, Sjo. Ajit Kumar Upadhyay

during their peaceful possession transferred land measuring an area 2 Katha in favour of Mr. Bikash Mondal, Son of Rahit Mondal by way of Registered Deed of Sale dated 05/07/2023, registered at ADSR Office at Durgapur, vide Sale Deed No: 6244 for the year of 2023,

- R. Said Bikash Mondal after received of the said Land measuring an area 2 Katha again transferred in favour of the present owners namely Tanmoy Majumdar, Sic. Late Tarun Kumar Majumdar & Krialina Kumar, S/o. Ajit Kumar Upadhyay, by way of Registered Deed of Sale dated 05/07/2025, registered at ADSR Office at Durgapur, vide Sale Deed No.6304 for the year of 2023, dated 05/07/2025, registered at ADSR Office at Durgapur.
- S. Said Bikash Mondal after received of the said Land measuring an area 2 Katha again transferred in favour of the present owners namely Tanmoy Majumdar, Sic. Late Tarun Kumar Majumdar & Krialina Kumar, Sjo. Ajit Kumar Upadhyay, by way of Registered Deed of Sale dated 05/07/2025, registered at ADSR Office at Durgapur vide Sale Deed No.6304 for the year of 2023, dated 05/07/2025, registered at ADSR Office at Durgapur.
- T. The Owner and the Developer have entered into a Development Agreement dated 23rd August, 2023 which was registered at the office of the A.D.S.R. Durgapur and recorded in Book No: I, Volume No: 2306-2023, Pages from 151103 to 151141 bearing No: 230608421 for the year 2023.
- A. Subsequently the Owner, in favour of the Developer, executed Development Power of Attorney dated 28th June, 2024 registered at the office of the A.D.S.R. Durgapur and recorded in Book No: I, Volume No: 2306-2024, Pages from 122682 to 122700 bearing No: 230606727 for the year 2024.
- U. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named "VINAYAK GALAXY" on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan no: SWS-OBPAS/1102/2025/0655 dated 01.11.2025 (hereinafter referred to as the said PLAN) for undertaking the construction of the said Project.
- V. The DEVELOPERS has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing

Industry Regulation Act 2017 having Registration No: _____ dated _____.

W. Pursuant to Application made by the Allottee dated ____ and the DEVELOPERS granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottee. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages _____ to _____ , Being No._____ for the year _____ the DEVELOPERS agreed to sell and the Allottee agreed to purchase ALL THAT the Unit No..... on the floor of Type - the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Dependent/Independent car(s) parking Space more fully and particularly described in the SECOND SCHEDULE hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees only) more fully described in the THIRD SCHEDULE hereunder written.

X. The Allottee has: -

- 1) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the DEVELOPERSs in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the DEVELOPERS.
- 3) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the DEVELOPERS and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- 6) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated _____and agrees to abide by it.

- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- 9) Structural stability of the Building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.

Y. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs. /-(Rupeesonly). of the lawful money of the Union of India well and truly paid by the Allottee to the DEVELOPERS (the receipt whereof the DEVELOPERS doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the DEVELOPERS doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No on the Floor, Unit Type-___ in the Building containing carpet area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to ____ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form,

Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities as described in detail in Schedule-D to the Agreement for Sale in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

AND THE OWNERS /VENDORS AND THE DEVELOPERS DO AND EACH OF THEM DOT H HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:

- a. Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the DEVELOPERSs done or executed or knowingly suffered to the contrary the Owners/Vendors is or the DEVELOPERSs are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the DEVELOPERS now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the DEVELOPERS or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the DEVELOPERSs.

- d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the DEVELOPERSs or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the DEVELOPERSs or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Owners/Vendors or the DEVELOPERS and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the DEVELOPERS shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.
- g. The Owners/Vendors and the DEVELOPERS have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- h. The DEVELOPERS doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE DEVELOPERS AS FOLLOWS:

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the DEVELOPERS and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the DEVELOPERS and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c. Not to hold the DEVELOPERS liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the DEVELOPERS and/or any person or persons nominated, appointed and/or authorized by the DEVELOPERS for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of land admeasuring 27 Katha or 44.55 Decimal, situated in R.S. Plot No: 273, corresponding to LR. Plot No. 82 at Mouza - Pardai, RS. J.L. No. 76, LR. J.L No: 001, LR. Khatian Nos: 700 (Area 4.84 Katha), 701(Area 11.16 Katha) & 702(Area 11Katha), situated at Pardai P.S.: New Township under the Jurisdiction of Durgapur Municipal Corporation Area, District of Paschim Bardhaman, classification of Land is Danga and proposed use for Residential Housing Complex. butted and bounded as follows:

On the North : By Part of Vacant Land;
On the South : By Part of Vacant Land;
On the East : By Part of Vacant Land;
On the West : By Part of 80 Feet Metal Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)**

ALL THAT the Unit No.____ on the ____ Floor of the Building admeasuring ____ Sq.Ft (Carpet Area/Chargeable Area) corresponding to ____ Sq.Ft (Built Up Area) and ____ Sq.Ft (Super Built Up Area) in the project named **“VINAYAK GALAXY”** under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** ____ Car Parking Space Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.