

DEED OF SALE

BLOCK- _____

THIS DEED OF SALE made on this _____ day of _____ 2025

BETWEEN

ASCON INFRASTRUCTURE (INDIA) LTD.

Managing Director

1) **Md. SALIM MAKKAR (PAN-AEOPM4916K)**, 2) **Md. ABUBACKER MAKKAR (PAN-AJYPA7335B)**, 3) **SM. RABIA MAKKAR (PAN-AFCPM0424P)**, Sl. Nos. 1 and 2 sons and No. 3 widow of Late Karu Kunnath Abubacker Makkar, 4) **SM. SHAHANAS SALEEM (PAN-ASHPS9508A)**, wife of Salim Makkar, 5) **SM. NAJMA YUSUF (PAN-ABJPY8431F)**, daughter of Late Karu Kunnath Abubacker Makkar, 6) **Md. FARDAAN MAKKAR (PAN-AUFPM6831J)**, son of Mr. Salim Makkar, Nos.1 to 6 all by faith Muslim, all by Nationality-Indian, all by occupation-Landholder and all of 25B, Royd Street, P.O.- _____ P.S- Park Street, Kolkata – 700016 and 7) **M/S. SOUND OF ARTS INTERNATIONAL (PAN- AFSFS1257E)**, a partnership firm duly registered under the Indian Partnership Act, 1932 with the aforesaid **Md. Salim Makkar and Md. Abubacker Makkar and others as its only two partners** and having its place of business at Flat No. 9, 2nd Floor, Commerce House, 2, Ganesh Chandra Avenue, Kolkata-700013, Sl. Nos. 1, to 7 hereinafter jointly referred to as the “**VENDORS/OWNERS**” (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include the respective heirs, executors, successors, administrators, legal representatives and transferees of the individual Owner Nos. 1 to 6 and successors-in-interest, legal representatives and transferees of Owner No. 7 firm) of the **FIRST PART**.

AND

M/S. ASCON INFRASTRUCTURE (INDIA) LIMITED (PAN- AAHCA7166K) being a company within the meaning of the Companies Act, 1956 and having its registered office at BA 165 Salt Lake sector 1 P.O.- Bidhannagar P.S.- Bidhannagar PIN- 700064 and represented by its Managing Director **Mr. Laxman Jaiswal (PAN- ACSPJ6338E)** being authorized by the relevant resolution of its Board of Directors dated 27/06/2018 and the said company is hereinafter referred to as the “**PROMOTER/DEVELOPER/CONFIRMING PARTY**” (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors, legal representatives, transferees and transgress) of the **SECOND PART**.

AND

1)..... (PAN- _____) (Aadhaar No. _____) Son/daughter/wife of aged about _____ years by faith By occupation by nationality _____ 2)..... (PAN- _____) (Aadhaar No. _____) son/daughter/wife of by faith by occupation by nationality _____ both residing at P.S. Dist. Kolkata- hereinafter referred to as the **ALLOTTEE(S)/PURCHASER(S)** which expression shall unless excluded by or made repugnant to the context be deemed to mean and include his/her/their respective heirs, executors, successors, administrators, successors-in-interest, administrators, legal representatives transferees, nominees and assigns) of the **THIRD PART**.

WHEREAS by an indenture dated April 30, 1986 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 3257 for the year 1986 and for the consideration therein mentioned one Karukunnath Abubacker Makkar purchased a total 26 decimals of danga land more particularly mentioned in the 4 schedules to the said conveyance and come to own and possess the same as the sole and absolute owner thereof without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS by another deed of conveyance dated November 27, 1986 and registered in the Office of A.D.S.R Bidhan Nagar being deed No. 8222 for the year 1986 the said Karukunnath Abubacker Makkar along with his wife Sm. Rabia Makkar jointly purchased for a consideration therein mentioned total 4 cottas of danga land more particularly described in the schedule of the said conveyance and they jointly exercised their right of absolute ownership in respect thereof without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS by an indenture dated May 22, 1987 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 2493 for the year 1987 one Md. Abubackar Makkar being the son of the said Karukunnath Abubacker Makkar purchased for a consideration therein mentioned total 16 decimals of danga land together with structure on a portion thereof as are more particularly described in the First schedule of the said conveyance and came to absolutely own and possess the same without any let hindrance claim question or demand being raised.

AND WHEREAS by another deed of sale executed in July 28th, 1986 and registered in the Office of A.D.S.R Bidhan Nagar being deed No. 6032 for the year 1986 the said Md. Abubacker Makkar purchased for a consideration therein mentioned a piece and parcel of danga land measuring 8 cottas more particularly described in the schedule of the said conveyance and came to absolutely own and possess the same without any let hindrance claim question or demand being raised.

AND WHEREAS by an indenture dated April 30, 1986 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 3295 for the year 1986 the said Sm. Rabia Makkar purchased for a consideration therein mentioned a piece and parcel of danga land measuring totally 38-1/3rd decimals more particularly described in the First schedule of the said conveyance and she came to absolutely own and possess the same without any let hindrance claim question or demand being raised.

AND WHEREAS by a conveyance dated 30.04.1986 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 3258 for the year 1986 and for the consideration therein mentioned the said Salim Makkar purchased a piece and parcel of danga land measuring 38 decimals more particularly described in the First schedule of the said conveyance and he came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody.

AND WHEREAS by a deed of sale dated 28.07.1986 and registered in the office of A.D.S.R Bidhan Nagar as deed No. 6027 for the year 1986 the said Najma Yousuf being the daughter of the said Karukunnath Abubacker Makkar purchased for a consideration therein mentioned a total 13 cottahs 4 chittaks of bastu and danga land more particularly described in the First schedule of the said deed and she came to absolutely own and possess the same without any let hindrance claim question or demand being raised in this behalf.

AND WHEREAS by a deed of sale dated 20.06.2003 and registered in the office of A.D.S.R Bidhan Nagar as deed No. 0071 for the year 2005 the said partnership firm Messers. Sound of Arts International (hereinafter referred to as the said firm having the said Salim Makkar and Md. Abubacker Makkar as its only 2 partners at all material times and even now) purchased for a consideration therein mentioned a piece and parcel of danga land corresponding to an area of 3 cottahs 15 chittaks more particularly described in the schedule of the said conveyance and also described in the body of the said deed and the said firm came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody.

AND WHEREAS by deed of sale dated 28.07.2004 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 3532 for the year 2006 the said firm purchased for a consideration therein mentioned a piece and parcel of danga land having an area of 3 cottahs more particularly described in the schedule of the said deed and the said firm came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody.

AND WHEREAS by a deed of conveyance dated 29.09.2003 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 3538 for the year 2006 the said firm purchased for a consideration therein mentioned a piece and parcel of danga land of area 11 cottas 10 chittaks more

particularly described in the schedule of the said deed as also in the body of the same and the said firm came to absolutely own and possess the same without any let hindrance claim question or demand being raised.

AND WHEREAS by a deed dated 13.06.2003 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 00070 for the year 2005 the said firm for a consideration therein mentioned purchased a piece and parcel of danga land equivalent to 7 cottahs 13 chittaks 37 square feet more particularly described in the schedule as also in the body of the said conveyance and the said firm came to absolutely own and possess the same without any let hindrance claim question or demand being raised in this behalf.

AND WHEREAS by a deed of conveyance dated 06.05.2003 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 6666 for the year 2004 the said firm for a consideration therein mentioned purchased a piece and parcel of danga land equivalent to 3 cottahs 13 chittaks 31 square feet more particularly described in the schedule as also in the body of the said conveyance and the said firm came to absolutely own and possess the same without any let hindrance claim question or demand being raised.

AND WHEREAS by a deed of sale dated 06.05.2003 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 6655 for the year 2004 and for the consideration therein mentioned the said firm purchased a piece and parcel of danga land equivalent to 15 cottahs 6 chittaks 37 square feet more particularly described in the schedule and body of the said conveyance and the same firm came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody.

AND WHEREAS by a deed of conveyance dated 28.04.2010 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 4249 for the year 2010 the said Shahanas Saleem wife of Salim Makkar purchased for a consideration therein mentioned a piece and parcel of land equivalent to 14

chhitaks 13 square feet more particularly mentioned in the schedule of the said conveyance as also in the body thereof and she came to absolutely own and possess the same without any let hindrance claim question or demand being raised in this behalf.

AND WHEREAS by a deed of conveyance dated 15.02.2011 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 1773 for the year 2011 the said Shahanas Salim purchased for a consideration therein mentioned a piece and parcel of danga land measuring 11 decimals more particularly described in the schedule of the said conveyance and she came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody.

AND WHEREAS by another conveyance also dated 15.02.2011 and registered in the Office of A.D.S.R Bidhan Nagar as deed No. 1771 for the year 2011 the said Shahanas Salim purchased for a consideration therein mentioned a piece and parcel of danga land lying an area of 2 decimals as more particularly described in the schedule of the said conveyance and she came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS by a deed of conveyance dated 19.10.2012 being Deed No. 13458 of 2012, registered in the Office of the Additional District Sub-Registrar, Bidhan Nagar, Md. Fardaan Makkar, son of Mr. Salim Makkar, purchased for consideration a piece and parcel of danga land measuring 1 Cottah 4 Chittaks and 40 sq. ft., comprised in Dag No. 627, under Khatian No. 2208, situated at Mouza Hatiara, J.L. No. 14, P.S. Rajarhat, District North 24 Parganas more particularly described in the schedule of the said conveyance and he came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody in this behalf. The said land has been duly mutated in the name of the said buyer under Mutation Certificate No. 71165 dated 05.12.2013.

AND WHEREAS by a deed of conveyance dated 29.04.2013 being Deed No. 04894 of 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, Md. Fardaan Makkar, son of Mr. Salim Makkar, purchased for consideration a piece and parcel of danga land measuring 1 Cottah 5 Chittaks 13 sq.ft., and land measuring 2 Chittaks 32 sq.ft., comprised in Dag Nos. 627 and 661, under Khatian No. 2208, situated at Mouza Hatiara, J.L. No. 14 more particularly described in the schedule of the said conveyance and he came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody in this behalf The said land has been duly mutated in the name of the said buyer under Mutation Certificate No. 71166 dated 05.12.2013.

AND WHEREAS by a deed of conveyance dated 26.08.2013 being Deed No.10354 of 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, Md. Fardaan Makkar, son of Mr. Salim Makkar, purchased for consideration a piece and parcel of danga land measuring 3 Cottahs 5 Chittaks 43 sq.ft., comprised in Dag No. 626, and land measuring 5 Chittaks 25 sq.ft., comprised in Dag No. 661, both under Khatian No. 3048, situated at Mouza Hatiara, J.L. No. 14 more particularly described in the schedule of the said conveyance and he came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody in this behalf. The said land has been duly mutated in the name of the said buyer under Mutation Certificate No. 71161 dated 05.12.2013.

AND WHEREAS by a deed of conveyance dated 17.07.2013 being Deed No. 08770 of 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, Md. Fardaan Makkar, son of Mr. Salim Makkar, purchased for consideration a piece and parcel of danga land measuring 1 Cottahs 9 Chittaks and 25 sq. ft., comprised in Dag No. 627, under Khatian No. 2208, situated at Mouza Hatiara, J.L. No. 14. more particularly described in the schedule of the said conveyance and he came to absolutely own and possess the same without any let hindrance claim question or

demand being raised by anybody in this behalf. The said land has been duly mutated in the name of the said buyer under Mutation Certificate No. 71163 dated 05.12.2013.

AND WHEREAS by a deed of conveyance dated 21.01.2013 being Deed No. 00712 of 2013, registered in the Office of the Additional District Sub-Registrar, Rajarhat, Md. Fardaan Makkar, son of Mr. Salim Makkar, purchased for consideration a piece and parcel of **Pukur Land** measuring 1 Cottahs 8 Chittaks 23 sq.ft., comprised in Dag No 627, under Khatian No. 2208, situated at Mouza Hatiara, J.L. No. 14 more particularly described in the schedule of the said conveyance and he came to absolutely own and possess the same without any let hindrance claim question or demand being raised by anybody in this behalf. The said land has been duly mutated in the name of the said buyer under Mutation Certificate No. 71162 dated 05.12.2013.

AND WHEREAS through the afore recited 21 conveyance various purchasers as stated therein who were all members of one family and/or partners of the said firm purchased lands and structures as stated above which were all analogous to one another.

AND WHEREAS the said Karukunnath Abubacker Makkar died intestate and upon his death the properties which were absolutely purchased by him as also his half share in the property which was purchased by him along with his wife both developed upon his 4 intestate successors being his sole widow Sm. Rabia Makkar and his two sons Md. Abubacker Makkar alias Abubacker Makkar and Salim Makkar and daughter Sm. Najma Yousuf who are Owner Nos. 1,2,3 and 4 above and they themselves jointly came to own and possess the entire share/or ownership interest of the said Karukunnath Makkar notwithstanding their different shares which they inherited according to Mahomedan law of succession.

AND WHEREAS Owner No. 1 and the assets of Owner No. 7 being the said firm are owned only by the Owner Nos.1 and 2 and in the circumstances afore recited 7 owners became entitled to exercise ownership right in respect of various properties purchased by them separately as afore recited and. nobody else had or could have raised any claim demand or interest in respect of any portion of the various properties which came to be owned by the Owners in a manner as aforesaid.

AND WHEREAS the entire properties which were purchased by the 7 Owners and/or the predecessor-in-interest of the Owner Nos. 1,2,3 and 4, 5, 6 &7 were all analogous to one another sharing common boundaries and could be used as one single plot or block of land and the total area of the properties held by the 7 Owners separately by adding the area of various schedules of the 21 conveyances aforesaid came to 158 cottas 6 chittaks 42 sq. ft (as per deed) and on actual measurement it is found to be 156 cottahs 6 chittaks and 24 sq.ft/

AND WHEREAS with a view to properly exploit the entire property of area 158 cottas 6 chittaks 42 square feet all the 7 Owners had the same measured and upon such actual measurement it was found that the said block of properties formed by amalgamation purchased through the aforesaid 21 conveyances was 156 cottahs 06 chittaks 24 square feet.

AND WHEREAS all the 7 Owners applied for and obtained amalgamation of their respectively purchased and owned plot of land together with structures standing thereupon for being formed into a single amalgamated property and such amalgamation was granted by the local Rajarhat Gopalpur Municipality on 11/12/2017 converting all the said plots of land and structures thereupon into a single plot of land and the area which was recorded was 158 cottahs 6 chittaks 42 square feet (as per Deed) and on actual measurement it is found to be 156 cottah 6 chittaks and 24 sq.ft and a certificate of amalgamation has been issued by Rajarhat

Gopalpur Municipality evidencing this fact and the said amalgamation is still valid and subsisting.

AND WHEREAS all the 7 Owners have mutated their names as joint owners of the said amalgamated property having an area 158 cottahs 6 chittaks 42 square feet (as per Deed) and on actual measurement it is found to be 156 cottah 6 chittaks and 24 sq.ft in the records of BL & LRO Department of Rajarhat North 24 Parganas and municipal taxes and all other outgoings are being paid by or on behalf of the 7 Owners and all such municipal taxes and outgoings including land rent are clear till date and there is no arrear in this behalf.

AND WHEREAS all the 7 Owners jointly became entitled to deal with one single amalgamated property of area 158 cottahs 6 chittaks 42 square feet notwithstanding their different shares therein and all 7 owners jointly became entitled to exercise and are exercising their full right of absolute joint ownership in respect thereof without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS the Vendor also mutated its name in the records of BL & LRO Department of Rajarhat North 24 Parganas and had the said plots of land amalgamated into a single consolidated plot being allotted the **holding no. AS/437/38/19/BL-J/11-12** by the Rajarhat Gopalpur Municipality of area 156 cottahs 6 chittaks 24 square feet and in this behalf the Rajarhat Gopalpur Municipality has issued its mutation certificate no 55545 dated 17.11.2014 in favour of the Vendor

AND WHEREAS the lands that were purchased by the Vendor through the aforesaid conveyances of various dates were "Sali/Danga" land and the Vendor/Owner(s) applied for and obtained conversion of the said lands in conversion case no. C-1/2014 and conversion certificate no. L-13011(11)/7/2014-DL&LRO/107362 dated 24/09/2014 has been issued in favour of the vendor herein by the collector u/s 4C of the W.B.L.R. Act 1955

and Additional District Magistrate and District Land & Land Reforms Officer, North 24 Parganas, Barasat, and pursuant thereto the entire properties became fit for construction of a building thereon and the classification of the same was changed from Sali/Danga to Housing Complex, and in this behalf.

AND WHEREAS the Owners had always the intention of developing the entire amalgamated property having an area of 156 cottas 6 chittaks 24 square feet (Physical measurement) and this amalgamated property is more particularly described in the first schedule below and hereinafter for the sake of brevity referred to as the demised premises.

AND WHEREAS all seven (7) owners have represented that they were, at the relevant time, legally competent and entitled to enter into any development agreement concerning the demised premises, and in furtherance of their intention to develop the said property, six (6) of the owners entered into a Development Agreement dated 17.08.2015 with the developer/confirming party herein, which has been fully acted upon and continues to remain valid and subsisting; and the remaining one (1) owner, also having the intention to develop the property, executed a General Power of Attorney dated 06.12.2017 and has obtained a sanctioned plan for the construction of several building blocks on the demised premises, the said **sanctioned plan bearing No. SWS/OBPAS/2109/2025/0547** and remaining valid until **23.06.2030**.

AND WHEREAS the Owners have represented that the entire demised premises is free from all encumbrances whatsoever and there is now no embargo for giving effect to the development project as envisaged in the said development agreement dated 17.08.2015.

AND WHEREAS the owners and all of them have executed and registered a General Power Of Attorney in favour of one of the Directors of

the Promoter/Developer/Confirming Party being Mr. Laxman Jaiswal on 19.08.2015 and which has been registered before the **A.D.S.R Rajarhat Copied in Book I Volume No.- 1523-2015 at pages 89038 to 89058 being No. 152309211 for the 2015** Whereby the said constituted Attorney is empowered to execute this deed.

AND WHEREAS the Purchaser/s on coming to know of such development project has/have come forward to purchase from the said block out of the constructions to be made as per the said development agreement dated 17.08.2015 and the portion intended to be purchased by the Purchaser/s is more particularly described in the second schedule below (Part I & Part II).

AND WHEREAS the common areas and common facilities that shall be available to the Purchaser upon obtaining ownership interest in the second schedule property (hereinafter for the sake of brevity is referred to as the property to be conveyed) are more particularly mentioned in the third schedule below and the common expenses are detailed in the fourth schedule below and the restrictions to which the purchaser shall be subject to are detailed in the fifth schedule below.

AND WHEREAS in terms of the said agreement the purchaser has paid to the Promoter/Developer/Confirming Party the agreed consideration of Rs...../- (Rupees _____) only for purchase of the said property to be conveyed along with the proportionate undivided impartible share and/or interest in the land of the property mentioned in the first schedule and rights over common areas, common facilities and common convenience detailed in the third schedule below which altogether are collectively referred to as the said unit and possession of the said unit has been delivered to the purchaser in a fully complete, habitable and usable condition, and the purchaser is fully satisfied with the condition thereof and that the specifications given in the said agreement has been adhered to.

NOW THIS INDENTURE WITNESSETH that at and for a consolidated consideration of Rs./- (Rupees) only duly paid by the purchaser to the Developer (the receipt whereof the Developer doth hereby admit and acknowledge as also by the memo of consideration appearing at the foot of this instrument) and in the manner stated therein and both the vendors and the developer fully discharge the purchaser and the said unit in this behalf notwithstanding the interest sharing of the same between the vendors and the developer) the vendors, doth hereby jointly grant sell convey transfer assign and assure into the purchasers ALL THAT the property to be conveyed that is described in the second schedule hereunder Together with the undivided proportionate impartible share and/or interest in the land of Block ‘ ’ which is more particularly described in the first schedule and the proportionate rights over common areas and common facilities more particularly detailed in the third schedule hereunder and subject to the liabilities as well as obligations mentioned in the Fourth and Fifth schedule hereunder and Together with all structures constructions erections buildings hereditaments and premises drains water connection, electric connection privies and/or any other property that are part and parcel thereof And all rents issue and profits thereof and together with all lights, rights, liberties, easements privileges appendages and right of ancient air and light that muniments of title relating exclusively to the premises that is being conveyed herein and the Developer being the Promoter/confirming party doth hereby fully agree ratify and confirm such grant sale conveyance transfer assignment and assurance by the vendors to the Allottee(s)/purchaser(s) for the purchaser/s TO HAVE AND TO HOLD the same for an indefeasible title in fee simple free from all encumbrances and/or clog whatsoever and the vendors/Owners and the Promoter/Developer/confirming party doth hereby jointly covenant with the Allottee(s)/purchaser(s) that notwithstanding any act deed or thing done by the vendors/Owners or anyone of them or knowingly suffered to the contrary they the vendors/Owners have in them good right full power and absolute authority to grant sell convey transfer assign and assure unto the

Allottee(s)/purchaser(s) the said unit and that nothing shall alter or defeat the absolute ownership interest obtained by the Allottee(s)/purchaser(s) in the said unit by virtue of this instrument and further that the Allottee(s)/purchaser(s) shall be free to use occupy possess enjoy exploit and absolutely own the said unit without any let hindrance claim question or demand being raised by anybody including any of the vendors/Owners or the Promoter/Developer/Confirming Party and that nothing shall alter or defeat such absolute right obtained by the purchaser(s) in the said unit and the vendors jointly as well as the Promoter/Developer/Confirming Party both hereby further covenant with the Allottee(s)/purchaser(s) that the said unit and every part thereof is totally free from all encumbrance whatsoever and that there is no clog on the absolute title that is being conveyed to the Allottee(s)/purchaser(s) by virtue of this instrument and the said unit is not subject to any charge lien lispendence, trust life interest debutter, wakf acquisition requisition scheme or alignment whatsoever And the vendors jointly as well as the Developer doth hereby keep the Allottee(s)/purchaser(s) sufficiently harmless and indemnified against any claim that may be raised in respect of the absolute title of the Allottee(s)/purchaser(s) in the said unit at all times in future And the vendors/Owners jointly as well as the Promoter/Developer/Confirming Party doth hereby covenant with the Allottee(s)/purchaser(s) that at the cost and expenses of the Allottee(s)/purchaser(s) they shall do all acts and sign execute and cause to be registered all necessary documents and papers for more perfectly assuring the title of the Allottee(s)/purchaser(s) in the said unit And the vendors jointly as well as the Promoter/Developer/Confirming Party doth hereby further covenant with the Allottee(s)/purchaser(s) that they shall produce or cause to be produced all necessary documents of title relating to the said unit or touching or concerning the same that are being retained by them And the vendors/Owners and the Promoter/Developer/Confirming Party as well as the Allottee(s)/purchaser(s) doth hereby mutually covenant with one another that the terms conditions and covenants contained herein shall all be strictly adhered to as integral parts of this conveyance.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(Description of the Property)

ALL THAT piece and parcel of presently amalgamated into a single property land containing an area of 158 cottahs 6 chittaks 42 sq. ft. (as per Deed) and on actual measurement it is found to be 156 cottahs 6 chittaks 24 sq.ft Be the same a little more or less together with the structures and building at present standing thereon being and situated at Mouza Hatiara, J L No. 14, Touzi no. 1074 and 169, R.S no 188 and 189 previous R.S Khatian no. 1820, 1614, 1376, 863, 1066, 2114, 1419, 1418, 1273, 1299, 1416 and previous LR Khatian nos. 3048, 1442, 2091, 2092, 2093, 2094, 2096, 2097, 2098, 2099, 2109, 3050, 3051, 3052, 2247 & 2095 and at present L.R. Khatian no. 2107, 10805, 10804, 2108, 2114, 2113 and 2110, in R.S.& L.R. Dag nos. 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639 & 661 under ward no. 13 of the Rajarhat Gopalpur Municipality, presently Bidhannagar Municipal Corporation P.S. -New Town Rajarhat, A.D.S.R. Bidhan Nagar, PIN-700136, (Presently 700157) District North 24 Parganas bounded by a boundary wall and butted and bounded as under:

On the North by: Municipal Road (Netropara)

On the South by: Land of Hazi Md. Hanif & S.K Yasin Ali

On the East by: Land of Ampee Mondal & Aneesuddin Azad

On the West by: Land of Jazi Md. Hanif Sardar and Municipality Road (Purbo Para)

SECOND SCHEDULE ABOVE REFERRED TO
(Description of the unit to be sold)

PART -I

ALL THAT One self contained independent flat of vitrified tiles/ Granite flooring being **Flat No.-**_____ in **Tower-**___ on _____ **floor** in “**ASCON IRIKA**” consisting of _____ numbers of bedrooms, One drawing cum dining, One Kitchen, _____ Balcony, _____ Attached Toilet, _____

Common Toilet containing Carpet Area of _____ **sq.ft** [Saleable Area (Super Builtup Area) ____] together with the corresponding proportionate undivided impartible share and interest of ownership in the land of the said Tower described in First schedule above and rights of common user, common enjoyment and common utilization of common facilities including lift use and common convenience that are detailed herein below.

PART – II

ALL THAT said Covered car parking space No.____ of **135 sq.ft** in Ground floor at the said block described in the First Schedule above referred to.

The said flat is butted and bounded as follows:-

ON THE NORTH :
 ON THE SOUTH :
 ON THE EAST :
 ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO;

(Common areas, common facilities and common convenience)

1. Main entrance gate, and vacant side space and back space for passage and/or egress and ingress only and other passage inside the building necessary for egress and ingress only and the entire external surface of the particular building block in which the said unit is located.
2. Staircase and staircase landings upto the roof but not the roof for exclusive use of the Allottee/Purchaser, as the roof will be for common use of the Allottees/Purchaser.
3. Electric meter room and transformer if installed and generator room and generator if installed, lift, mechanism and machinery, if installed.
4. Entire water supply system including motor pump, underground water reservoir, overhead tank and lines locating to the unit sold.

5. Entire drainage system of the building.
6. Entire external boundary wall of the Five building blocks.
7. Pump room and lift room if lift is installed.
8. Durwan's quarter, caretakers' quarter, office of association for maintenance.
9. Any other area of facility utilized for the common benefit of all occupiers.

Easement Rights

- 1) Right of uninterrupted access to and from the flat.
- 2) Right of user of main entrance, common passages, Staircase, landing passages and common areas.
- 3) Opening and closing of door and windows of the flat uninterruptedly.
- 4) Use of stair case and Lifts.
- 5) Fixing of T.V Antenna on roof top.
- 6) Electrical Meter and other electrical accessories provided in the flat.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common maintenance charges and sums to be paid by the Purchaser)

1. Proportionate share of Municipal taxes till the unit is separately assessed.
2. Proportionate share of cost for:
 - a) Salaries of sweeper, Durwan, caretaker and other personal for upkeep the cleaning, running of pump etc.
 - b) Costs of cleaning repairing white washing, painting and upkeep of the common areas.
 - c) Cost of electricity for running of the electric motor pump and for lighting of the common areas including costs of repairs and replacement as may be necessary.
 - d) Cost of maintaining, repairing and replacing of parts etc. of the lift.
 - e) Cost of fuel, running, maintenance, repairs and replacement of Generator.

- f) Cost of insurance premium and charges for any other statutory licenses fees etc.
- g) Any other cost and expenses meant for the common benefit of all unit holders and/or occupiers of the mother premises.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Restriction and/or rules to be observed by purchaser's)

1. Allottee's/Purchaser's shall not have any right of side spaces and/or back space. Provided that side space and back space of the building may be used for egress and ingress only.
2. The Allottee/Purchaser shall not use the said unit except for residential purpose and the said car parking space only for parking vehicles.
3. Allottee/Purchaser shall not paint the exterior of the said unit in a manner that is not in consonance with the other colour scheme of entire premises.
4. Allottee/Purchaser shall not do any cooking except by gas or by electricity.
5. Allottee/Purchaser shall not keep any pet in the said unit which shall come out of the said unit.
6. Allottee/Purchaser shall not park any vehicle, scooter or two wheeler or any other vehicle in any common passage or in the side or back spaces.
7. Allottee/Purchaser shall not do any act whereby structural stability of the said block is impaired or the rights of any other occupier is interfered with.
8. Allottee/Purchaser shall not affix any name plate and/or board except in the space provided for the purpose.
9. The Allottee/Purchaser shall punctually pay the monthly maintenance charges or otherwise the Allottee/Purchaser shall be disentitled to obtain common benefits and common convenience.
10. The Allottee/Purchaser shall punctually pay proportionate share of Municipal taxes, till said unit is separately assessed.

11. The Allottee/Purchaser shall always act in a spirit of co-operation and shall be bound to be a member of the body or society formed for future maintenance and obeying its rules and regulation formed time to time.
13. The purchaser shall not to create any nuisance or annoyance or disturb the peace and tranquility of the property.
14. The purchaser shall not to use or cause to be used the said unit for any manner or illegal or immoral purpose.

THE SIXTH SCHEDULE ABOVE REFFERED TO
(Specification of construction and building materials)

1. **Nature of construction:** R.C.C column structure as per design by structural Engineer
2. Brick work: 8" thick for main walls 3" thick for proportion walls.
3. **Door:** All doors frames are wooden. All doors are flush door and main door is of Teak Finish. One side lock as Night Latches on main door only.
4. **Windows:** All windows are of Aluminum/PVC window fitted with glass and necessary accessories.
5. **Kitchen:** Cooking platform and sink with granite floor 2'-0' skirting on wall with colored glazed tiles in front of cooking platform to protect the oil spots. Two bib cock.
6. **Flooring:** All rooms, kitchen and bathroom would be finished with vitrified tiles/ Granite in the floor.
7. **Toilets:** Each flat consists of Western Type Water Closet with shower Basin, two bib cock, one Pan. Two geyser connections will be provided in Two bathroom only. These appliances will be made of Jaguar/Essco.
8. **Wall finish:** Wall Putty to inside walls.
9. **Painting:** Two coat of primer on doors and windows.

10. **Out side finish:** Two coat super snowcem/equivalent over two coat of cement wash finish.
11. **Roof finish:** Granite Finish.
12. **Electric connection: Full concealed wiring in all flats. Electric wires will be made of Havells/Finolex and Main switch will be made of Legrand and other switches will be made of Havells. 4 No. & 3 No. of electrical points will be provided in the Kitchen & Bedroom respectively & 2 Nos of electrical points will be provided in Living & Dinning area.**
13. **Water supply:** G.I. pipes for water supply.
14. **Lift:** Lift wall, lift machine, room with electric connection will be provided. This lift will be made of **OTIS**.
15. **Electric meter:** One Single phase electric meter is installed by the Promoter for the purpose of common use but the security deposit needed for this purpose will be paid by the owner of the house.
16. Lightning arrestor on the roof top with connectivity to the Earthing Pit.
17. Ion Exchange Water Treatment Plant to be provided.
18. Intercom facilities will be provided for each flat.
19. Fire alarm system with fire protection system will be installed.
20. All appliances will be replaced within the warranty period only.

IN WITNESS WHEREOF, the parties hereto doth set and subscribed their respective hands on the day month and year first above written

Signed, sealed and delivered by
the parties at Kolkata in the
presence of :

WITNESSES

1.

Signature of the Vendors/Owners

2.

Signature of the Confirming party

Signature of the allottee(s)/Purchaser(s)

Drafted by :

S K Das (Advocate)
Calcutta High Court
2 & 3, K.S. Roy Road, 4th Floor Kolkata-1
Regn. No. WB-712 of 1985

RECEIVED of and from the within named Allottee/Purchaser the within mentioned sum of **Rs.** _____ /- (**Rupees** _____ **only**) being the total consideration as per Memo below:-

MEMO OF CONSIDERATION

1. Received by cheque being no.	dt.	
Drawn on		Rs.
2. Received by cheque being no.	dt.	
Drawn on		Rs.

		Rs.

(Rupees _____ **only)**

WITNESSES:

1.

2.

ASCON INFRASTRUCTURE (INDIA) LTD.

 Managing Director

 Promoter/Confirming Party

BLOCK-

DATED DAY OF.....2025

BETWEEN

SALIM MAKKAR & OTHERS

.....VENDORS/OWNERS

AND

M/S. ASCON INFRASTRUCTURE (INDIA) LTD.

.... PROMOTER/DEVELOPER/CONFIRMING PARTY

AND

1) _____
2) _____

.....ALLOTTEE(S)/PURCHASER(S)

DEED OF SALE

Re: Flat No..... in..... floor of Block at all
amalgamated being municipal premises Holding No.
437/38 Block.J Ward No.13 Hatiara, Purba Para,
Kolkata-700157

S K Das (Advocate)
Calcutta High Court
2 & 3, K.S. Roy Road, 4th Floor Kolkata-1
Regn. No. WB-712 of 1985