

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this day of December, 2023;

BETWEEN

SRI GANESH CHANDRA GHOSH

S/o Late Kshudiram Ghosh

By faith – Hindu, by occupation – Business

At Saratpally, Midnapore, P.O. – Midnapore

P.S. – Kotwali, Dist. – Paschim Medinipur, 721101, Indian Citizen

PAN No. ADEPG3145M

Herein after referred to and called as the **“OWNER(S)/ VENDOR(S)/ FIRST PART”**

AND

GANAKS HOUSING DEVELOPMENT PVT. LTD., a Private Limited Company, registered under Company Act, 2013, having office at Mallika Enclave, Manoharchak, Post Office and Police Station: Contai, District: Purba Midnapur, Pin: 721401

Having PAN No. – AASFG3057H

represented by their Constituted Attorney:-

SRI GANESH CHANDRA GHOSH,

S/o Late Kshudiram Ghosh

Of Kailashpati Apartment, Saratpally, P.O. – Midnapore,

P.S. - Kotwali, Dist.- Paschim Medinipur

Appointed by a Development Power of Attorney being Nos. I-10376/25, dt. 05.12.2025 registered before ADSR, Contai

Hereinafter referred to and called as the '**DEVELOPER / OTHER PART** '

AND

..... son / wife / daughter of residing at by faith..... , by Occupation , by Nationality....., **PAN No....., EPIC/Passport /OCI/CIO/PIONo....., Adhar No.....** hereinafter referred to and called as the "**PURCHASER (S)**

WHEREAS SRI GANESH CHANDRA GHOSH, the First Part herein, is Owner and Occupier and/or otherwise well and sufficiently entitled ALL THAT piece or parcel of Bastu Land measuring about 38.0835 Decimals lying and situated at R.S. Dag No. 705 corresponding to L.R. Dag No. 934 under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 corresponding to New L.R. Khatian No. 4653, situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, alongwith all other easement and quasi easement rights, amenities, facilities and other privileges thereto within the jurisdiction of District Sub Registrar at Tamluk and Additional District Sub Registrar, Contai, within the limit of Contai Municipality District: Purba Midnapore. The land is morefully and particularly described in the First Schedule herein under and the above referred land hereinafter called and referred as the Said Land.

AND WHEREAS one Ramchandra Das was recorded owner and occupier of above referred land alongwith other land and his name was recorded in C.S Record of Rights (recorded in C.S. Khatian No. 221 in Mouza: Athllagori). Said Ram Chandra Das died leaving behind two sons namely Haripada Das and Shyamapada Das as his legal heirs and successors.

AND WHEREAS said Haripada Das died on 07.12.1998, leaving behind his wife namely Smt. Bijali Das, his three sons namely Ashis Kumar Das, Ashim Kumar Das and Ashoke Kumar Das and a daughter namely Gita Das (Bhadra) as his legal heirs and successors.

AND WHEREAS said Bijali Das died on 07.06.2003, leaving behind her three sons namely Ashis Kumar Das, Ashim Kumar Das and Ashoke Kumar Das and a daughter namely Gita Das (Bhadra) as his legal heirs and successors.

AND WHEREAS said Ashoke Kumar Das died on 04.12.2010 leaving behind his wife namely Smt. Asita Das and his two daughters namely Smt. Debashri Maiti and Debasmita Das as his legal heirs and successors.

AND WHEREAS said Ashim Kumar Das died on 14.03.2021 leaving behind his brother namely Asish Kumar Das as his legal heirs and successors. It is pertinent to mention that Aditi Das, wife of Ashim Kumar Das, also died on 16.03.2009. Said Ashim Kumar Das and Aditi Das have no Children.

AND WHEREAS said Gita Das (Bhadra) died on 21.03.2017 leaving behind her only son namely Sri Alope Bhadra as her legal heirs and successors. It is pertinent to mention that husband of Gita Das (Bhadra) namely Nirmal Bhadra also died.

AND WHEREAS said Shyamapada Das died on 08.06.2005, leaving behind his wife namely Smt. Reba Das, his two sons namely Sri Amitava Das and Sri Arunava Das as his legal heirs and Successors. Smt. Reba Das died on 20.12.2022 leaving behind her two sons namely Sri Amitava Das and Sri Arunava Das as his legal heirs and Successors.

AND WHEREAS thus the property of Late Ramchandra Das has been devolved upon his legal heirs namely Sri Ashis Kumar Das, Smt. Asita Das, Smt. Debashri Maiti, Debasmita Das, Sri Amitava Das, Sri Arunava Das and Sri Alope Bhadra.

AND WHEREAS after becoming the joint owner of the said land, Sri Ashis Kumar Das, Ashim Kumar Das, Smt. Asita Das, Smt. Debashri Maiti, Debasmita Das, Sri Amitava Das, Sri Arunava Das and Sri Alope Bhadra applied before the concerned authority to record their name in the present L.R. Record of Rights in respect of the said land. After considering all the relevant documents, the office of the Block Land and Land Reforms Officer, Contai I, recorded their names in respect of the said land after opening a

separate new L.R. Khatian.

AND WHEREAS (i) L.R. Khatian No. 210 was allocated in the name of Ashim Kumar Das. (ii) L.R. Khatian No. 258/1 was allocated in the name of Ashis Kumar Das. (iii) L.R. Khatian No. 4363 and 4548 were allocated in the name of Amitava Das. (iv) L.R. Khatian No. 4364 and 4549 were allocated in the name of Arunava Das. (v) L.R. Khatian No. 4365 was allocated in the name of Asita Das. (vi) L.R. Khatian No. 4366 was allocated in the name of Debasshri Das. (vii) L.R. Khatian No. 4367 was allocated in the name of Debasmitta Das. (viii) L.R. Khatian No. 4386 was allocated in the name of Alope Bhadra.

AND WHEREAS thus Sri Ashis Kumar Das, Smt. Asita Das, Smt. Debashri Maiti, Debasmitta Das, Sri Amitava Das, Sri Arunava Das and Sri Alope Bhadra became the joint owners of ALL THAT piece or parcel of Land measuring about 146.50 Decimals lying and situated at R.S. Dag No. 705, 709, 706, 707, 708 and 712 corresponding to L.R. Dag No. 934, 938, 935, 936, 937 and 941 under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, alongwith all other easement and quasi easement rights, amenities, facilities and other privileges thereto within the jurisdiction of District Sub Registrar at Tamluk and Additional District Sub Registrar, Contai, within the limit of Contai Municipality District: Purba Midnapore. They possessed the said land without any interruption from any corner whatsoever after paying khajna before the concerned authority.

AND WHEREAS Sri Ashis Kumar Das, Smt. Asita Das, Smt. Debashri Maiti, Debasmitta Das, Sri Amitava Das, Sri Arunava Das and Sri Alope Bhadra transferred their right, title and interest in respect of ALL THAT piece or

parcel of Bastu Land measuring about 21.536 Decimals lying and situated at R.S. Dag No. 705 corresponding to L.R. Dag No. 934 under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, alongwith all other easement and quasi easement rights, amenities, facilities and other privileges thereto within the jurisdiction of District Sub Registrar at Tamluk and Additional District Sub Registrar, Contai, within the limit of Contai Municipality District: Purba Midnapore, in favour of Sri Ganesh Chandra Ghosh, by way of Deed of Sale. The Deed of Sale was executed on 7th November, 2023. The Deed of Sale was registered before the office of the Additional District Sub Registrar, Contai I and recorded in Book No. I, Volume No. 1102-2023, Page from 157079 to 157109, being No. 110209852 for the year 2023.

AND WHEREAS again on 7th November, 2023, Sri Ashis Kumar Das, Smt. Asita Das, Smt. Debashri Maiti, Debasmita Das, Sri Amitava Das, Sri Arunava Das and Sri Alope Bhadra, entered into an Agreement for Sale with Sri Ganesh Chandra Ghosh to sale ALL THAT piece or parcel of Land measuring about total 94.920 Decimals (i.e. ALL THAT piece and parcel of 31.956 Decimal of Jal land lying in R.S. Dag No. 709 corresponding to L.R. Dag No. 938; and ALL THAT piece and parcel of 04 Decimal of Pukur land lying in R.S. Dag No. 712 corresponding to L.R. Dag No. 941; and ALL THAT piece and parcel of 18.604 Decimal of Bastu lying in R.S. Dag No. 705 corresponding to L.R. Dag No. 934; and ALL THAT piece and parcel of 15 Decimal of Pukur land lying in R.S. Dag No. 706 corresponding to L.R. Dag No. 935; and ALL THAT piece and parcel of 18.576 Decimal of Faler Bagan land lying in R.S. Dag No. 707 corresponding to L.R. Dag No. 936; and ALL THAT piece and parcel of 6.784 Decimal of Khana or Khai land lying in R.S. Dag No. 708 corresponding to L.R. Dag No. 937, under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No.

210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 lying and situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, alongwith all other easement and quasi easement rights, amenities, facilities and other privileges thereto within the jurisdiction of District Sub Registrar at Tamluk and Additional District Sub Registrar, Contai, within the limit of Contai Municipality District: Purba Midnapore. The said Agreement for Sale was registered before the office of the Additional District Sub Registrar, Contai I and recorded in Book No. I, Volume No. 1102-2023, Pages from 157050 to 157078, being No. 110209854 for the year 2023. AND WHEREAS on 28th September, 2024, SMT. DEBASMITA DAS, Daughter of Late Ashok Kumar Das, residing at Village: Haripada Pahari Lane Sarani, Athllagori, Post Office and Police Station: Contai, District: Purba Midnapore, Pin: 721401, have appointed and/or engaged said SMT. ASITA DAS, (PAN No. AZVPD1687Q), (AADHAAR No. 5584 0326 2248), wife of Late Ashok Kumar Das, by faith: Hindu, by National: Indian, by Occupation: House wife, residing at D308/304/SP Sukhobristi Complex, AA-3, Post Office and Police Station: New Town, District: North 24 Parganas, Pin: 700135, as her Lawful Attorney to sale her undivided and undermarketed ALL THAT piece or parcel of Land measuring about total 5.2197 Decimals i.e. ALL THAT piece and parcel of 1.6512 Decimal of Jal land lying in R.S. Dag No. 709 corresponding to L.R. Dag No. 938; and ALL THAT piece and parcel of 0.243 Decimal of Pukur land lying in R.S. Dag No. 712 corresponding to L.R. Dag No. 941; and ALL THAT piece and parcel of 1.1385 Decimal of Bastu lying in R.S. Dag No. 705 corresponding to L.R. Dag No. 934; and ALL THAT piece and parcel of 0.729 Decimal of Pukur land lying in R.S. Dag No. 706 corresponding to L.R. Dag No. 935; and ALL THAT piece and parcel of 0.972 Decimal of Faler Bagan land lying in R.S. Dag No. 707 corresponding to L.R. Dag No. 936; and ALL THAT piece and parcel of 0.3402 Decimal of Khana or Khai land and lying in R.S. Dag No. 708 corresponding to L.R. Dag No. 937, and ALL THAT piece and parcel of 0.1458 Decimal of Khana or Khai land and lying in L.R. Dag No. 952, all Dags are under C.S. Khatian No. 221 corresponding to R.S.

Khatian No. 221/2 corresponding to L.R. Khatian No. 4367 lying and situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, alongwith all other easement and quasi easement rights, amenities, facilities and other privileges thereto within the jurisdiction of District Sub Registrar at Tamluk and Additional District Sub Registrar, Contai, within the limit of Contai Municipality District: Purba Midnapore, and to do all the acts, deeds and things which are mentioned in the Power of Attorney. The said Power of Attorney was registered before the office of the Additional Registrar of Assurance – II, Kolkata and recorded in Book No. I, being No. 190211633 for the year 2024.

AND WHEREAS Sri Ashis Kumar Das, Smt. Asita Das, Smt. Debashri Maiti, Debasmita Das, Sri Amitava Das, Sri Arunava Das and Sri Alope Bhadra transferred their right, title and interest in respect of ALL THAT piece or parcel of Land measuring about total 94.920 Decimals (i.e. ALL THAT piece and parcel of 31.956 Decimal of Jal land lying in R.S. Dag No. 709 corresponding to L.R. Dag No. 938; and ALL THAT piece and parcel of 04 Decimal of Pukur land lying in R.S. Dag No. 712 corresponding to L.R. Dag No. 941; and ALL THAT piece and parcel of 18.604 Decimal of Bastu lying in R.S. Dag No. 705 corresponding to L.R. Dag No. 934; and ALL THAT piece and parcel of 15 Decimal of Pukur land lying in R.S. Dag No. 706 corresponding to L.R. Dag No. 935; and ALL THAT piece and parcel of 18.576 Decimal of Faler Bagan land lying in R.S. Dag No. 707 corresponding to L.R. Dag No. 936; and ALL THAT piece and parcel of 6.784 Decimal of Khana or Khai land lying in R.S. Dag No. 708 corresponding to L.R. Dag No. 937, under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 lying and situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, alongwith all other easement and quasi easement rights, amenities, facilities and other privileges thereto within the jurisdiction

of District Sub Registrar at Tamruk and Additional District Sub Registrar, Contai, within the limit of Contai Municipality District: Purba Midnapore in favour of Sri Ganesh Chandra Ghosh, by way of Deed of Sale. The Deed of Sale was executed on 30th September, 2024. The Deed of Sale was registered before the office of the Additional District Sub Registrar, Contai I and recorded in Book No. I, Volume No. 1102-2024, Page from 141104 to 141140, being No. 110208777 for the year 2024.

AND WHEREAS after becoming the owner of the above referred land, Sri Ganesh Chandra Ghosh, the First Part herein, applied before the concerned authority to record his name in the present L.R. Record of Rights in respect of the said land. After considering all the relevant documents, the office of the Block Land and Land Reforms Officer, Contai 1, recorded their names in respect of the said land after opening a separate new L.R. Khatian, being L.R. Khatian No. 4653 in the name of Ganesh Chandra Ghosh.

AND WHEREAS thus by virtue of two Deed of Sale, being No. 110209852 for the year 2023 and being No. 110208777 for the year 2024, both the Deed are registered before the office of the Additional District Sub Registrar, Contai I, Sri Ganesh Chandra Ghosh becomes the owner and occupier of ALL THAT piece or parcel of Land measuring about 116.456 Decimals lying and situated at R.S. Dag No. 705, 709, 706, 707, 708 and 712 corresponding to L.R. Dag No. 934, 938, 935, 936, 937 and 941 under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 corresponding to New L.R. Khatian No. 4653, situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, alongwith all other easement and quasi easement rights, amenities, facilities and other privileges thereto within the jurisdiction of District Sub Registrar at Tamruk and Additional District Sub Registrar, Contai, within the limit of Contai Municipality District: Purba Midnapore. He possesses the said land without

interruption from any corner whatsoever.

AND WHEREAS the First Part and/or Owner herein willing to construct a commercial cum residential building on his own above referred land i.e. ALL THAT piece or parcel of Bastu Land measuring about 37 Decimals out of 40.14 Decimals lying and situated at R.S. Dag No. 705 corresponding to L.R. Dag No. 934 under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 corresponding to New L.R. Khatian No. 4653 situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore. The owner has good right, marketable title and peaceful possession and enjoying the same without any interruption or interference from any person or persons whomsoever free from all encumbrances.

AND WHEREAS the Owner represented to the Developer of his intention to develop ALL THAT piece or parcel of Bastu Land measuring about 37 Decimals out of 40.14 Decimals lying and situated at R.S. Dag No. 705 corresponding to L.R. Dag No. 934 under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 corresponding to New L.R. Khatian No. 4653, situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore, through the Developer herein. It is further clarified that the Owner shall empower the Developer to prepare a new building Plan by their Architect at his own cost and expenses on the said land of the entire premises and shall submit the same before the Contai Municipality for sanction in the name of the present Owner and the title of the Owner is free, clear, marketable and free from all encumbrances.

AND WHEREAS relying on the aforesaid representation of the owner herein and being fully satisfied with the title of the property, the Developer agreed

to develop ALL THAT piece or parcel of Bastu Land measuring about 37 Decimals out of 40.14 Decimals lying and situated at R.S. Dag No. 705 corresponding to L.R. Dag No. 934 under C.S. Khatian No. 221 corresponding to R.S. Khatian No. 221/2 corresponding to L.R. Khatian No. 210, 258/1, 4363, 4364, 4365, 4366, 4367, 4386, 4548 and 4549 corresponding to New L.R. Khatian No. 4653, situated in Mouza: Athllagori, J.L. No. 370, under Police Station: Contai, under the jurisdiction of Contai Municipality, Ward No. 16, District: Purba Midnapore.

AND

The OWNERS decided to develop the property through Developer and By a registered Development Agreement being No. I-10226/25 dt. 02.12.2025 OWNERS/ VENDORS appointed DEVELOPER to develop their property and authorized him to do everything by executing a Development Power of Attorney being No. I-10376/25, dt. 05.02.2025

AND

The expression of the terms the 'OWNER/VENDOR' , “ DEVELOPER” and the 'PURCHASER' wherever they occur in the body of this Agreement to Sell, shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s), probatee(s), nominees and assignee(s).

AND WHEREAS the VENDORS/ DEVELOPERS/OR BOTH for his/their bonafide needs and requirements have agreed to sell, convey, transfer and assign to the PURCHASER

And the PURCHASER has agreed to purchase the FLAT along with proportionate, undivided, indivisible and impartible ownership rights in the said Property with all rights and interest, easements, privileges and appurtenances thereto, with all fittings, fixtures, electricity and water

connections, structure standing thereon, with all rights in common driveway, entrances, passages, staircase and other common facilities and amenities provided therein, hereinafter referred to as "THE SAID PORTION OF THE SAID PROPERTY" for a total sale consideration of Rs. _____ (Rupees _____). The payment schedule has been mentioned in separate schedule as schedule D below.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS UNDER :-

1. That in consideration of the sum of Rs. _____/- (Rupees _____), out of which a sum of Rs. _____/- (Rupees _____), as advance money has been received by the VENDOR/DEVELOPER/OR BOTH from the PURCHASER, in the following manner :

a) the receipt of which the VENDOR / DEVELOPER/ OR BOTH hereby admits and acknowledges and

b) the remaining balance sum of Rs. _____/- (Rupees _____), will be received by the VENDOR/ DEVELOPER/ OR BOTH from the PURCHASER, at the time of registration of the Sale Deed,

2. the VENDOR/ DEVELOPER / OR BOTH do hereby agree to grant, convey, sell, transfer and assign all his rights and interests in the said portion of the said property, fully described IN SCHEDULE B, together with proportionate undivided, indivisible and impartible ownership rights in the freehold land underneath the said building to the PURCHASER, on the terms and conditions herein contained provided that nothing herein stated shall confer or deemed to have conferred upon the PURCHASER exclusively any right or title to the common driveway, passages, staircase, overhead water tanks, sewers, water meters and other common facilities to the exclusion of the VENDOR/ DEVELOPER / OR BOTH and or the PURCHASER or owners or occupants of the other units of the said building.

3. That the actual physical vacant possession of the said portion of the said property will be delivered by the VENDOR/ DEVELOPER / OR BOTH to the PURCHASER, at the time of the registration of the Sale Deed, after receiving the full consideration.

4. That on or before 36 months from the date of this agreement, the VENDOR/ DEVELOPER / OR BOTH will execute and get the Sale Deed of the said portion of the said property registered, in favour of the PURCHASER or his nominee/s, on receipt of the full and final balance amount, failing which either party shall be entitled to get the Sale Deed registered through the court of law, at the cost and expenses of the defaulting party.

5. That the VENDOR/ DEVELOPER / OR BOTH hereby assures the PURCHASER that the VENDOR/ DEVELOPER / OR BOTH has neither done nor been party to any act whereby the VENDOR/ DEVELOPER / OR BOTH rights and title to the said portion of the said property may in any way be impaired or whereby the VENDOR/ DEVELOPER / OR BOTH may be prevented from transferring the said portion of the said property.

6. That the VENDOR/ DEVELOPER / OR BOTH hereby declares and represents that the said portion of the said property is not subject matter of any HUF and that no part of the said portion of the said property is owned by any minor.

7. That the VENDOR/ DEVELOPER / OR BOTH assures the VENDOR/ DEVELOPER / OR BOTH that the said portion of the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever,

8. And if it is ever proved otherwise, or if the whole or any part of the said portion of the said property is ever taken away or goes out from the

possession of the PURCHASER on account of any legal defect in the ownership and title of the VENDOR/ DEVELOPER / OR BOTH then the VENDOR/ DEVELOPER / OR BOTH will be liable and responsible to make good the loss suffered by the PURCHASER

9. And keep the PURCHASER saved, harmless and indemnified against all such losses and damages suffered by the PURCHASER.

10. That the house tax, water and electricity charges and other dues and demands if any payable in respect of the said portion of the said property shall be paid by the VENDOR/ DEVELOPER / OR BOTH upto the date of handing over the possession and thereafter the PURCHASER will be responsible for the payment of the same.

11. That no common parts of the building shall be used by the PURCHASER or other owners/occupants of the said building for keeping/chaining pets, dogs, birds or for storage of cycles, motor cycles nor the common passage shall be blocked in any manner.

12. That the proportionate common maintenance charges will be paid by all the occupants/owners of the said building in proportion of the area occupied by them.

13. That the PURCHASER shall have full right of access through staircase to the top terrace at all reasonable times to get the overhead tank repaired/cleaned etc. and to install T.V. Antenna/dish.

14. That the PURCHASER shall have, as a matter of right, right to use all entrances, passages, staircases and other common facilities as are available in the said building.

15. That a separate electric meter and water meter have been provided in the said building for the exclusive use of the owner(s)/occupants of the said portion of the said property.

16. That in the event of the building being damaged or not remaining in existence on any account whatsoever then the PURCHASER shall have the

proportionate rights in the land alongwith other owners of the building and shall have the right to raise construction in proportion to the one as now being sold conveyed and being transferred under this Agreement to Sell Without Possession.

17. That the PURCHASER have full right to nominate or assign this Agreement to Sell in favour of any person or persons, be it a firm, body corporate or association of person and the VENDOR/ DEVELOPER / OR BOTH shall have no objection to it.

18. That pending completion of the sale, the VENDOR/ DEVELOPER / OR BOTH neither shall enter into any agreement of sale in respect of the said property or any part thereof nor shall create any charges, mortgage, lien or any arrangement, in respect of the said property in any manner whatsoever.

19. That the photocopies of all relevant documents in respect of the said property have been delivered by the VENDOR/ DEVELOPER / OR BOTH to the PURCHASER.

20. That all the expenses of the Sale Deed viz. Stamp Duty, Registration charges, etc. shall be borne and paid by the PURCHASER.

21. That this transaction has taken place at Midnapore As such, Courts at Midnapore shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Deed.

THE SCHEDULE "A"

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu land measuring about ----- more or less land, along with the Complex named ----- situated within Dist.- -----, Mouza- -----, J.L. No. -----, R.S. Plot No.----- --, LR Plot No.- -----; Khatian LR No.- -----, having Municipal Holding No. ----- Road Name -----, PIN- -----, under Ward No.----- within the limits of Midnapore Municipality / Municipal Corporation, within the office of ADSR, Mindapore, P.S.- Kotwali District- Paschim Medinipur, and butted

and bounded by: -

ON THE NORTH BY: -

ON THE SOUTH BY: -

ON THE EAST BY: -

ON THE WEST BY: -

THE SCHEDULE "B" ABOVE REFERRED TO -

[Description of the Flat/Unit]

ALL THAT piece and parcel of a demarcated self-contained **residential / semi commercial /office / commercial Flat/ covered garage / open garage** being No..... on theFloor, in Block-....., having measurement of sq. ft. Super built up area more or less comprising of, with Flooring , from **Developer's Allocation within the ..+ ... + .. Building, of age years**, **the property not litigated** together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building within the said Complex at Municipal Holding No.-..... , Road -----, Being Premises No.-----, Pin -----, under Ward No.-----, within the Contai Municipality under the office of ADSR, Mindapore ,under P.S.- Kotwali, District-Paschim Medinipur, fully described **"A" SCHEDULE** herein above written.

Annexed Plan marked with **Red Border** will be treated as part and parcel of this Deed.

- THE SCHEDULE "C" ABOVE REFERRED TO -

[The Common portions]

1. Entrance and exists internal roads, and footpath.
2. Common durwans / caretaker room , Security Camera Room, (if any).
3. Boundary wall (if any) and main gate.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).
5. Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage, Shop and Godown owners, but rights attached to the Ground Floor will be available only).
6. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.), community Hall and two wheeler parking space
7. Lighting fixtures and fittings in common area from common use.

SCHEDULE “D” ABOVE REFERRED TO:

(PAYMENT PLAN)

On Booking on	Rs...../= (plus GST 5%)
Within	Rs...../= plus GST 5%
Within	Rs...../= plus GST 5%
Within	Rs...../= plus GST 5%
Within or Possession whichever is earlier	Balance Rs...../= plus 5% GST
Total to Pay for Flat:	Rs...../= Plus 5% GST

- THE SCHEDULE “E” ABOVE REFERRED TO -

(NATURE OF CONSTRUCTION AND FITTING TO THE FLAT)

1. STRUCTURE: Earthquake resistance R.C.C framed Structure with Column, beam and brick wall. Materials are used like cement ACC, Ultratech, Ambuja, Rod TATA Tiscon, Jindal, SRMB.

2. WALL: 10” (outside) and 5” & 3” (inside) brick wall with Plaster.

3. WALL FINISHING:

Interior: Putty over the plaster surface.

Exterior: anti fungal external grade paints

Grill painted with synthetic enamel.

4. FLOORING: Living Dining and Bed room flooring Vitrified Tiles.

5. KITCHEN: i. Floor: Anti skid ceramic Tiles. ii. Wall: Glazed ceramic Tiles upto 4' high in front of the counter. iii. Granite top on cooking platform with stainless steel sink. iv. Kitchen counter 10' long and 6' wide.

6. BATHROOM: I. W.C.: European type – white, II. Wash Basin: ISI standard . III. Hardware Fitting: CP fitting ISI Standard, Wall Tiles upto 6'.

7. DOOR: Salwood Frame, 30 MM Flush Door in all room and Fiber door in all bathroom.

8. WINDOW: Aluminum glass window one in each room.

9. ELECTRIC: Concealed wiring with PVC conduits and modular switches of reputed brand, A.C points in Master Bed room.

10. BALCONY: 3'-0" height stainless steel railing outside.

Extra Charges & Deposits:

Legal Charges	Rs.5/= per sq. ft on sale agreement and Rs.5/= per Sq. ft on possession
Generator, Electricity Connection & Transformer	Rs.50,000/-

Society Formation Fees	Rs.1,000/=
Sinking Fund for Future Maintenance	Rs.10/= per sqr ft of Carpet Area
Separate Electric Meters	At actuals

Cancellation Charge:

- a) After this agreement: **25%** of full consideration value. Refund is subject to **45 days' notice** of cancellation.

Nomination Charge: Nomination charge will be **Rs.25/=** per sqr ft.

Note: GST and Other Govt. Charges will be as applicable.

THAT Ten Fingers impression with signed colour photographs of each parties and Plan are attached in the annexed sheet which will be treated as a part of this Deed of Sale.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals after understanding the contents of this Deed of conveyance on the day, month and year first above written.

Signature of the Vendor/ developer(s)

Signature of the Purchaser (S)

WITNESSES :

SIGNED, SEALED AND DELIVERED

by the Parties at _____ in the presence of :

1.

2

Drafted by me:

MEMO OF CONSIDERATION

RECEIVED of and from the Purchaser.....the sum of Rs.....(**Rupees.....**) herein above towards the full consideration of the property.

D.D/Pay Order No.	Date	Bank	Amount
.....	Rs.....
Total :			Rs.....

.....
SINGATURE OF DEVELOPER / VENDOR/ CONFIRMING PARTY

(NB: The amount received by Vendor , Developer and confirming party should be mentioned separately)

Witnesses:

1.

2.