DEED OF CONVEYANCE

1. Date:

2. Place: Tamluk

3. Parties:

SRI HIMANSHU KUMAR BERA, (Aadhaar No- 3819 5314 5661), (PAN – AIDPB2747A), Son of Late Satish Chandra Bera, by Nationality – Indian, by Faith – Hindu, by Occupation – Retired Person, residing at Dakshin Chara Sankarara, Village Dakshin Chara Sankarara, P.O. Tamluk, P.S. Tamluk, Pincode – 721636, District: Purba Midnapore, West Bengal,

AND

M/S J.M CONSTRUCTION AND DEVELOPERS, represented by its sole Proprietor SK. MOJAHID ALI, (PAN-AGBPA3930G), (Aadhaar Card No. 3999 7339 4656), Son of Sekh Anwar Ali, by faith- Islam, by Nationality- Indian, by Occupation- Business, residing at Premises no. 17/H/6, Beck Bagan Row, P.O. Circus Avenue, P.S. Karaya, Kolkata-700017, District South 24 Parganas, hereinafter called and referred to as the "OWNER/FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives nominees, and/or assigns)

AND

(PAN-), (Aadhaar Card No.
), son of , by faith- by Nationality- , by
Cocupation- residing at

herein after called and referred to as the **PURCHASER** (which terms or expression shall deemed to mean and include partners & successors-in-office, executors, administrators, legal representatives and/or assigns)

WHEREAS one Haripada Samanta and others Ding Baya, sold, transferred and conveyed ALL THAT a piece and parcel of land measuring 17.002 decimal more

or less, lying and situated at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R.Dag No. 141 &138, L.R. Khatian No. 853,J.L.No. 286, under P.S. Tamluk, Sub-Registry Office at Tamluk, District: Purba Medinipore along with various properties, in favour of Sri Banamali Bera (now deceased), Son of Late Satish Chandra Bera, resident of Village Shalgachia, by a Bengali Kobala Deed, which was duly registered on dated 22.07.1972, in the Sub-Registry Office at Tamluk and recorded in Book No. I, Being Deed No. 7862, for the year 1972.

AND WHEREAS by virtue of Bengali Kobala Deed said Sri Banamali Bera (now deceased), became the sole and absolute owner of ALL THAT a piece and parcel of land measuring 17.002 decimal more or less, Plot No. 133(RS) 149 (LR) area 12 decimal and plot no. 134(RS) 138 (LR) artea 5.002 decimal total area 17.002 lying and situated at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R. Dag No. 141 & 138, L.R. Khatian No. 853, J.L. No. 286, under P.S. Tamluk, District: Purba Medinipore, decimal along with various properties and sized and possessed the same without any disturbance of the other.

AND WHEREAS while thus in peaceful possession of the said property, the said Sri Banamali Bera, died intestate leaving behind his wife namely Smt Minati Bera, two sons namely Sri Debaprasad Bera and Sri Sibaprasad Bera, along with three daughters namely Smt Sabita Maity, Smt Anita Khanra and Smt Sujata Bera, as his joint legal heirs and successors, within the meaning of Hindu Succession Act, 1956 each having an undivided 1/6th share in respect thereof.

AND WHEREAS by way of inheritance, the above legal heirs i.e. Smt Minati Bera, Sri Debaprasad Bera, Sri Sibaprasad Bera, Smt. Sabita Maity, Smt Anita Khanra and Smt. Sujata Bera, became the joint owners of ALL THAT a piece and parcel of land measuring 17.002 decimal more or less, lying and situated at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134,

L.R. Dag No. 141 & 138, L.R. Khatian No. 853, J.L. No. 286, under P.S. Tamluk, District: Purba Medinipore along with various properties, which is more fully described in Schedule therein.

AND WHEREAS by virtue of a registered Bengali Deed of Gift on dated 26th September 2020, which was duly registered at the Office of the A.D.S.R. Tamluk, West Bengal and recorded in Book No. I, Volume No.1103-2022, Pages from 150647 to 150662, Being No. 110307550 for the year 2022, said Smt Minati Bera and Smt Sujata Bera, gifted, transferred, conveyed, assured and assign of their 2/6th undivided share of total property i.e. 05.667 decimal, lying and situated at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R.Dag No. 141 & 138, L.R. Khatian No. 853, Zilla Collectory Touzi No. 2639, J.L. No. 286, under P.S. Tamluk, District: Purba Medinipore in favour of Sri Sibaprasad Bera.

AND WHEREAS by virtue of another registered Bengali Deed of Gifton dated 26th September 2020, which was duly registered at the Office of the A.D.S.R. Tamluk, West Bengal and recorded in Book No. I, Volume No.1103-2022, Pages from 150961 to 150976, Being No. 110307570 for the year 2022, said Smt Sabita Maity, and Smt Anita Khanra, gifted, transferred, conveyed, assured and assign of their 2/6th undivided share of total property i.e. 05.667 decimal, lying and situated at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R. Dag No. 141 & 138, L.R. Khatian No. 853, Zilla Collectory Touzi No. 2639, J.L.No. 286, under P.S. Tamluk, District: Purba Medinipore in favour of Sri Debaprasad Bera.

AND WHEREAS after the execution of said Deed of Gift, Being No. 7570 for the year 2022 and by way of inheritance said Sri Sibaprasad Bera; became the sole and absolute owner of the total undivided property measuring an area 8.501 decimal more or less, lying and situate at at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R. Dag No. 141 & 138, L.R. Khatian No. 853, Zilla Collectory Touzi No. 2639, J.L. No. 286, under P.S. Tamluk, District: Purba Medinipore.

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Description

AND WHEREAS Thereafter by virtue of an Exchange Deed said Sri Sibaprasad Bera exchange, convey and transfer ALL THAT a piece and parcel of bastu land i.e. measuring an area 03 decimal land from R.S. Dag No. 133 and measuring an area 01.251 land from R.S. Dag No. 134 in total 04.251 land decimal more or less in favour of SRI HIMANSHU KUMAR BERA, which was duly registered on dated 28.09.2022 at the Office of the A.D.S.R. Tamluk, West Bengal and recorded in Book No. I, Volume No.1103-2022, Pages from 156347 to 156364, Being No. 110307770 for the year 2022.

AND WHEREAS Thereafter by virtue of another Exchange Deed said Sri Sibaprasad Bera exchange, convey and transfer ALL THAT a piece and parcel of bastu land i.e. measuring an area 1.25 decimal land from R.S. Dag No. 133 and measuring an area 1.25 decimal land from R.S. Dag No. 134 in total 04.250 land decimal more or less in favour of SRI HIMANSHU KUMAR BERA, which was duly registered on dated 29.09.2022 at the Office of the A.D.S.R. Tamluk, West Bengal and recorded in Book No. I, Volume No.1103-2022, Being No. 110307819 for the year 2022.

AND WHEREAS after the execution of said Deed of Gift, Being No. 7550 for the year 2022 and by way of inheritance said Sri Debaprasad Bera; became the sole and absolute owner of the total undivided property measuring an area 8.501 decimal more or less, lying and situate at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R. Dag No. 141 & 138, L.R. Khatian No. 853, Zilla Collectory Touzi No. 2639, J.L.No. 286, under P.S. Tamluk, District: Purba Medinipore.

AND WHEREAS Thereafter by virtue of an Exchange Deed said Debaprasad Bera exchange, convey and transfer ALL THAT a piece and parcel of bastu land i.e. measuring an area 03 decimal land from R.S. Dag No. 133 and measuring an area 01.251 land from R.S. Dag No. 134 in total 04.251 land decimal more or less in favour of SRI HIMANSHU KUMAR BERA, which was duly registered

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My Developers

Proprietor

on dated 28.09.2022 at the Office of the A.D.S.R. Tamluk, West Bengal and recorded in Book No. I, Volume No.1103-2022, Pages from 156731 to 156749, Being No. 110307806 for the year 2022.

AND WHEREAS Thereafter by virtue of another Exchange Deed said Sri Sibaprasad Bera exchange, convey and transfer ALL THAT a piece and parcel of bastu land i.e. measuring an area 03 decimal land from R.S. Dag No. 133 and measuring an area 01.250 land from R.S. Dag No. 134 in total 04.250 land decimal more or less in favour of SRI HIMANSHU KUMAR BERA, which was duly registered on dated 28.09.2022 at the Office of the A.D.S.R. Tamluk, West Bengal and recorded in Book No. I, Volume No.1103-2022, Pages from 157256 to 157274, Being No. 110307818 for the year 2022.

Thereafter Sri Bishnupada Samanta executed & registered one sale deed no. 455/1973, registered at ADSR – Tamluk & conveyed 08 decimal of plot no. 133(R.S) 141 (L.R) and 02 decimal land of plot no. 134(R.S.) 138 (L.R) to Himangshu Kumar Bera.

Thereafter said Himanshu Kumar Bera want to develop the 09 decimal land of plot no. 133(R.S.) 141 (L.R) and 1.8 decimal land of Plot No. 134 (R.S) 138 (L.R.) relating to Deed of Exchange No. 7770/2022 & 7806/2022 & 7818/2022 all deeds are registered at ADSR – Tamluk and the possesses the said land without any disturbance of the others.

AND WHEREAS on getting the said information, the party of the Second Part/Developer herein, with the bonafide motive development and lawful gains of the property, which has been described in the FIRST Schedule hereunder by raising a newly constructed building thereupon, after obtaining Sanctioned Building Plan form being the authorities of the Tamralipta Municipality.

AND WHEREAS after completion of the developers have declared With the Consent of the vendor to sale out one flat on the floor side of the

said building out of their (developers) allocation, measuring more or less sq.ft. including super built up area along with the agreement at Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R. Dag No. 141 &138, L.R. Khatian No. 853, J.L.No. 286, under P.S. Tamluk, Sub-Registry Office at Tamluk, District: Purba Medinipore morefully described the Second Schedule hereunder written along with all fitting and fixtures thereon together with proportionate share and interest of the said land more fully described in the First Schedule hereunder written, along with common right, easement right, common user, common portion and benefits thereon more fully described in the Third Schedule hereunder written with valuable total consideration of Rs. (Rupees) only with free from all encumbrances, charges, liens, mortgage etc.

AND WHEREAS the purchaser being fully satisfied about the marketable title of vendors of the said landed property and after enquiry of all the necessary papers and documents, title deed plan of the said building agreed to purchase side of (the said building out of the developers allocation measuring sq.ft. sketch Second Schedule, consisting of bed rooms, dining, kitchen, veranda. toilet and W.C. hereunder written alongwith fitting and fixture thereon together with undivided propionate share and interest of the said land more fully and particularly described in the First Schedule hereunder written alongwith common right, easement easement right, common uses, common portion and benefits morefully described in the Third Schedule hereunder written from the said developer with the consent of the vendor at and/or the valuable consideration of Rs. (Rupees) only well as the vendor have daily accepted the said offer of

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

the purchaser.

That in pursuance of the said Agreement and in consideration of the said sum of Rs. (Rupees

only) paid by the Purchasers to the Developer herein on the

execution of these presents, the receipt whereof the Developer do hereby admit and acknowledge as per the Memo of Consideration furnished hereunder and confirm acquit, release and discharge the Purchasers their heirs, executors, successors, administrators representatives and assigns of and from the payment of the said sum and every portion thereof and on the request of the Developer therefore as per the said development agreement dated 31 May, 2016, the Vendors and the Developer do hereby and hereunder grant, transfer, convey, sell, assign assure, and confirm the one flat for residential purpose, measuring an area about Square feet of super built up area more or less, with Tile flooring on the **Floor** with Tile flooring more fully described in the Second Schedule-below, delineated in the Map or Plan annexed hereto and bordered with RED ink Together with the proportionate share in the undivided and Indivisible land in the said First Schedule premises, Together with the rights to all common amenities and facilities therein and/or appertaining and/or attached and/or provided therein, morefully described in the Third Schedule below, Together furthermore with all easements and quasi easement in the said premises And all appurtenances belonging to and in any wise appertaining to or with the same or any or any part thereof usually held, used, enjoyed or occupied or reputed or known as part or member thereof or be appurtenant thereto and all the Estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the Vendors and/or Developer into out of or upon the said flat or any part thereof unto and in favour of the Purchasers their heirs, executors, successors, administrators, representatives and assigns free from all claims, demands, liabilities attachments, lispendens, and encumbrances absolutely and forever and TO HAVE HOLD, OWN, USE, OCCUPY, POSSESS AND ENJOY the Said Shop Room hereby granted, transferred, conveyed, sold, assigned and assured or intended so to be with every rights and appurtenances unto and to the use and benefit of the Purchasers AND THE Vendors and the Developer do and each of them doth hereby assure unto the Purchasers their heirs, executors, successors, administrators, representatives and assigns all the liberties, privileges, appendages, appurtenances, easement, Quasi- easement and

amenities of the said flat mentioned in the Second Schedule hereunder written and every part thereof whatsoever thereunto belonging or in any way appertaining thereto OR HOWSOEVER OTHERWISE the Said flat or any part thereof now are or is or at any time or times heretofore was/were held, used, occupied, enjoyed or accepted or reputed, deemed, taken or known as part and parcel or member thereof or appurtenant thereto AND all the estate right, title interest, claim and demand whatsoever of the Vendors and the Developer into upon or in respect of the Said flat and every part thereof AND the reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection therewith TO HAVE AND TO HOLD the Said flat and every part thereof and all and singular the Said flat hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be and every part thereof unto and to the Purchasers their heirs, executors, successors, administrators, representatives and assigns absolutely and forever free from all encumbrances, liens, lispendens, trusts and attachment whatsoever TOGETHER WITH the free unfettered transferable and heritable rights of the Purchasers their heirs, executors, successors. Administrators, representatives and assigns to own use occupy and enjoy the Said flat as absolute owners thereof AND TOGETHER WITH all other rights and properties herein comprised and hereby granted conveyed transferred assigned assured and/or intended so to be and every part thereof AND all rights liberties and appurtenances whatsoever thereunto belonging or appurtenant thereto TOGETHER WITH the proportionate share in common amenities and all other facilities connected therewith morefully mentioned in the Third and Fourth Schedule below AND TOGETHER WITH all rights, interest and benefit to use and enjoy and common areas, common parts and common facilities at the First Schedule Premises including staircases, landing, corridors, entrance, right of ingress and egress, water pump, water supply, sewerage, drainage, electricity and other fittings in the common areas and all other common rights and facilities pertaining to and available at the said premises mentioned in the THIRD SCHEDULE hereunder written but subject to the covenant for payment of the proportionate share of the maintenance charges and rates and taxes from the date of taking



possession of the Said flat to the concerned Authority and other taxes that may hereafter or levied in respect of the Said flat AND THAT the Vendors doth hereby covenant with the purchasers THAT NOTWITHSTANDING any act deed or things by the Vendors or by their predecessor in title done or executed or knowingly suffered to the contrary the Vendors are lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said undivided impartible share in land and the Said flat hereby granted, sold, conveyed, transferred and assigned or expressed so be and every part thereof for an perfect and indefeasible estate or inheritance without any manner of condition use trust or together with other things whatsoever to alter defeat encumber or make void the same and NOTWITHSTANDING any such act deed or things whatsoever as aforesaid the Vendors have full power, absolute and indefeasible right and authority to grant sell transfer and convey the said undivided proportionate impartible share of land and Said flat unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these presents.

AND THAT it flat be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into upon and hold occupy and enjoy the said flat together with undivided proportionate impartible share of land appertaining and/or attributable thereto with right of user of the common areas hereinafter mentioned and receive rents, issues and profit of the Said flat TOGETHER WITH undivided proportionate impartible share of land without any hindrance interruption disturbance claim or demand whatsoever by the Vendors or the Developer or any person or persons claiming any Estate right title and interest from or through or under on trust for the Vendors and freely and absolutely acquitted executed and forever discharge or otherwise by the Vendors well and sufficiently saved, defended, kept harmless and Indemnified of or from against all former and other estate, titles, charges and encumbrances whatsoever made done executed or occasioned by the Vendors or the Developer,

AND THAT the Vendors and the Developer and all person/s having or lawfully or equitably claiming any estate of interest in the Said flat Together with said

undivided proportionate impartible share in the land or any part thereof from under or any in trust for the Vendors or for or under any of their predecessorin- title and the developer will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed of such Deed or Deeds and things whatsoever for further and more perfectly assuring the Said flat Together with undivided proportionate impartible share of land and every part thereof unto and use of the Purchasers absolutely and forever AND the Vendors flat and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of Purchasers produce or cause to be produced unto the Purchasers or their lawyer or agents or any That hearing commission or examination or otherwise on occasion flat require for the purpose of showing their title or the undivided proportionate impartible share of land and the Said flat hereby granted conveyed transferred or Intended so to be or any part thereof or intended so to be and also at the like request and costs deliver or cause to be delivered unto the Purchaser and their agents as the case may be, such attested or other copies or extracts of from the said Deeds and writings as the Purchasers may require and flat and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and unconcealed.

AND the VENDORS further doth hereby covenant with the Purchasers as follows:-

- The Vendors at all material times were lawfully and rightfully seized and
 possessed of and/or otherwise well and sufficiently entitled to the
 property mentioned in the First schedule and the Said flat hereby
 granted sold conveyed transferred assigned and assured unto and to the
 Purchasers in the manner and according to the true intent and meaning
 of these presents.
- The Said flat and all other rights and benefits hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so

- to be and each and every part thereof are mow free from all claims demands encumbrances and liabilities whatsoever.
- 3. Having lawful capacity under the said Development Agreement dated 31/05/2016 and the said registered General Power of Attorney the Developer has nominated the Purchasers and assigned his consent and confirmed the execution of these presents acknowledging the receipt of the entire consideration money and every portion thereof from the Purchasers.

AND the PURCHASERS doth hereby covenant with the Vendors and the Developer as follows;

- The Purchasers and all other persons deriving title under them will at all times hereafter observe the restrictions set forth herein.
- The Purchasers Shop perform the terms and Byelaws and the Rules and Regulations of the Society, Association upon its formation with the other Flat/units/Rooms/shops/Car Parking space owner/s of the said building.
- 3. That the Purchasers from time to time and at all times hereby agrees to contribute and pay their proportionate share towards costs, expenses, Rates and Taxes and outgoing in respect of the matter more fully and particularly specified in the FIFTH SCHEDULE hereinafter written and such apportionment flat be made on the basis of the ratio which the area of the Said flat and bear to the sums totals of the areas of all the covered spaces in the First Schedule premises for the time being as herein after mentioned.
- 4. The Purchasers have the right to apply to the authorities concerned for separate Mutation and/or Assessment and/or apportionment of Rate and Taxes in the name of the Purchasers in respect of the Said flat at their own cost and for that the Vendors and/or the Developer flat sign execute and deliver all applications papers documents etc. and do all acts and things as may be deemed proper and necessary and as be required.

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- 5. The Purchasers' undivided interest in the land flat remain joint for all times with the Vendors and/or other Owner/s of the Flats/units/Rooms/office/Shops/spaces who may hereinafter or herein before have acquired, title and interest in the land and in the Flat/room/shops/godown/office/spaces in the new building and the said undivided interest in the land flat remain permanently Impartible.
- 6. The Purchasers flat and will give the other Flats/rooms/ shops/spaces Owner/s necessary vertical horizontal and lateral support for the Flats/room/office/shops/godown/spaces and also right of way over all common way, staircases, passages etc as more fully and particularly mentioned and described in the Third and Fourth Schedule hereinafter written.
- 7. The Purchasers flat at their own costs keep the Said flat and common walls, sewers, drains, pipes, concealed wire, entrance exclusively serving the Said flat in good and substantial repair and conditions so as to support shelter and protect the other parts of the Building and carry out all works of repairs/maintenance as may be required. The Purchasers while using and enjoying the Said flat abide by all laws, Bye- laws, regulations and restrictions of the State and Central Government and other statutory body and authority and/or local bodies and be answerable and responsible for violation of any of the conditions or rules or Bye-laws and observe and perform all terms and conditions contained herein.
- 8. The Purchasers flat use paths, staircase and lift and common areas and facilities mentioned in the FOURTH Schedule hereunder written and the common passage for the purpose of egress and Ingress and should not make any obstruction and/or hindrance on the common portions The Purchasers Shop not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within the common portions of the building.
- 9. The Purchasers flat be entitled to apply for and obtain separate electric meter or electricity connection telephone connections or any other



- facilities from the concerned authorities in their own name in respect of the Said flat entirely at their own costs charges deposit and expenses.
- 10. The Purchasers flat be entitled to get the supply of water to the Said flat, the supply of such water Shop be provided from the common overhead and underground water reservoirs of the said building/premises.
- 11. The Purchasers flat not claim partition or sub-division of the land comprised in the Said premises and also in respect of the common areas, common portion, installations and facilities in the building and premises.
- 12. The Purchasers flat have absolute right to renovate, modify and alter the inside arrangement of the Said flat in accordance with law provided such renovation, alteration and/or modification does not in any way impair the structure of the building or any elevation or outside colour scheme of the building.
- 13. The Purchasers have rights to sell, mortgage, lease, transfer, assigns and/or alienate the Said flat in any mode and manner whatsoever at their absolute discretion to any person or persons without any reference to the Vendors or the Developer subject to the obligations and/or covenants as contained in this instrument.
- 14. Subject to the provisions contained in the Deed and subject to the provisions of the law for the time being in force the Purchasers flat be entitled to ownership possession and enjoyment of the Said flat more fully mentioned and described in the schedule hereunder written together with all the benefits and all facilities as therein specifically provided and the properties hereby conveyed to the Purchasers flat be heritable and transferable as other Immovable properties.
- 15. Till such time the owners of the Flat/room/shop/office/ Hail/spaces association are formed the Purchasers Shop make payment of maintenance charges and other outgoings in respect of the said Shop Room hereby sold to the nominees of the Vendors and/or the Developer or to the association of flat/rooms/shops/ office/godown/spaces holders of the said building that may be formed.

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Reported Alivers

16. With effect from the date of these presents, the Purchasers are liable to pay the proportionate share of property tax in respect of the said Shop Room as and when due and payable till mutation of the names of the Purchasers in respect of the said flat is done in the records of the concerned authorities.

THE FIRST SCHEDULE ABOVE REFERRED TO: (Said Property / Premises)

ALL THAT a piece and parcel of land measuring 10.8 decimal (plot Dag No. 133 (R.S) 141 (L.R) area 09 decimal and Plot Dag No. 134 (R.S.) 138 (L.R.) area 1.8 decimal in total 10.8 decimal more or less, lying and situated at Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R. Dag No. 141 &138, L.R. Khatian No. 853,J.L.No. 286, under P.S. Tamluk, Sub-Registry Office at Tamluk, District: Purba Medinipore is the FIRST Schedule and being butted and bounded in the following manner;

ON THE NORTH : R.S. Plot No. 132;

ON THE SOUTH : R.S. Plot No. 133;

ON THE EAST : Land of Paritosh Basu and Plot No. 134 (R.S);

ON THE WEST : Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE PROPOSED FLAT)

ALL THAT piece or parcel of one flat on the floor of the said building upon the said land more fully described in the first schedule herein above measuring more or less sq.ft. super built-up area consisting of bed rooms, kitchen, dining, bath veranda and W.C. situated at premises no. Mouza Dakshin Chara Sankarara, R.S. No. 158, R.S. Dag No.133 & 134, L.R. Dag No. 141 & 138, L.R. Khatian No. 853,J.L.No. 286, under P.S. Tamluk, Sub-Registry Office at Tamluk, District: Purba Medinipore,

together with easement right common right, landing, common space which includes the area along with all fitting and fixtures thereon together with proportionate share and interest of the said land in the building.

THE FOURTH SHEDULE ABOVE REFERRED TO (DETAILS OF COMMON PARTS OF THE SAID BUILDING)

- a) Entirety of the land described in First Schedule hereinabove.
- b) The foundation, column, beams, supports, entrance and exist gates.
- c) Staircase of all floors up to the roof level having lighting fixtures. Landing of Staircase on all floors meant for egress and ingress.
- d) Water reservoir, electrical water pump with motor, pump room, underground reservoir, overhead water tank and distribution pipes from reservoirs to the tanks and to the various flats.
- e) All electrical installations and all electrical wirings including electric meter for running of the water pump and lighting of the common areas including pathways and staircase.
- f) The entire drainage and sewerage systems Drain and sewers from the building including and Water and sewage evacuation pipes from the units/ flats to drains and sewers common to the building.
- g) Boundary wall and Main gates to the building in the ground floor.
- h) Space for installation of electric meters and board and space for installation of electrical main switch, but not individual electric meter or switch.
- i) Right and privilege over vertical and lateral support, easement and quasi-easement and appurtenances whatsoever which are in any way connected with flat and which are necessary to support the structure and construction of external part of the Flat or unit.
- j) Right of access and common user with the other co-owners of the said buildings for the purpose of egress and ingress to the Flat and/ or unit of the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specification of work)

- The Building will construct in accordance with the Plan and F.A.R. sanctioned by the Tamralipta Municipality.
- 2. The Building is designed on Reinforced cement concrete framed super structure with R.C.C. Columns, beams and slabs.
- 3. The walls will be 200/125/75 mm thick respectively with requisite cement sand mortar.
- FLOOR: Flooring in each room, drawing/dining room, kitchen, passage, corridor, toilets, Verandah / balcony, lobby, stairs, landing will be done with vitrified 2/2 tiles.
- INSIDE WALLS: Plastered wall smooth finished with plaster of Paris/Putty.
- DOOR: Wooden Frame and shutters with Block Board/ flush door
 Commercial plywood bonded fitted with hinges and tower bolts.
- 7. WINDOW: Aluminum channel windows fitted with Glass.
- 8. **BATHROOM**: fitted with white commode, cistern, C.P. shower point, one bibcock, stop cock, one wash hand basin and glazed tiles up to 6' feet in height on all walls and Flooring will be of Tiles.
- 9. Aluminum hardware fittings, M.S. Hinges to be fitted in doors.
- 10. Water pipe lines in all toilets, bathroom and kitchen.
- 11. KITCHEN: Kitchen flooring will be of vitrified tiles and a cooking counter of slab with stainless sink and wall tiles upto 2 feet height over black stone slab.
- 12. SANITARY & PLUMBING: All the internal horizontal soils and wastewater pipes shallbe joined with cement. All the vertical soil, ventand waste pipes shallbe C.1/rigid PVC pipes joined by cement mortar and exposed to wall. All the rain water pipes shall be of good quality PVC. All the water supply pipes shall be (Priplast) exposed to walls. The Toilets shall have Orissa Pan with 18" law down China

Clay cistern, shower. All bathroom fittings such as stop cock, pillar cock, etc. will be fitted. Glazed tiles up to 6 (six)' feet in height on all walls and Flooring will be of Tiles. All sanitary fittings and fixture will be ISI marked.

- 13. ELECTRICAL: one ceiling fan points, 2 Nos. wall mounted light point, one 5 amp plug point in each room. One wall mounted light point one power plug point 15 Amp IN Toilet/bathroom, one light point from ceiling and one exhaust fan point in kitchen. All wiring shall be concealed. No electrical fittings and appliances will be provided. Electrical wiring will be done with ISI marked wire.
 - 14. ELECTRIC METER: Charges of procurement of main electric meter will be provided or paid separately by the individual Flat/unit owners. In case of installation of transformer, the costs of the same are also to be borne by the Flat/unit owners. In all cases for obtaining main cable line of electricity charges will be paid proportionate by the Flat/Unit holders.
 - 15. EXTERNAL WALLS: All external walls will be painted with 2 coats of cement base paint of standard quality.
 - 16. Underground Drainage, Sewerage, Ducts and pits works as per plans and Rules of Tamralipta Municipality.
 - 17. WATER SUPPLY: Each flat will be provided water supply line from overhead water tank. Overhead water tank shall be fitted up by water pump from underground (Semi) water reservoir or centrifugal pump for all the flats.
 - 18. ROOF TREATMENT: Roof in proper slope with water proofing compound.
 - 19. One meter high parapet wall will be done all around the roof slab. Suitable Plastic rain water pipe for proper draining of water from roof.

J M CONSTRUCTION AND DEVELOPERS NSTRUCTION Proprietor

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

EXECUTED AND DELIVERED

at Kolkata in the presence of

WITNESSES:

1.

Constituted Attorney of:-HIMANSHU KUMAR BERA

SIGNATURE OF THE VENDOR

Represented their constituted attorney

2.

SIGNATURE OF THE PURCHASER

J M CONSTRUCTION AND DEVELOPERS

Proprietor

SIGNATURE OF THE DEVELOPER

MEMO OF THE CONSIDERATION

RECEIVED	from	the	within	named	purchaser,	the	within	mentioned	sum	of Rs.
			pees) only

being the advance/earnest money.

M	FI	ΙО
141	LAIN	10

Date	Cheque No.	Bank Name	Amount
			- KI
			1 4 75

A MANAGEMENT OF COMMENT	Rs.	
) only	A CONTRACTOR OF THE PARTY OF TH	

Rupees

WITNESSES:

1.

JM CONSTRUCTION AND DEVELOPERS

To Jacob Proprietor

SIGNATURE OF THE DEVELOPERS

2.

PAYMENT PLAN BY THE ALLOTTEE

State of Completion	Payment Terms
At the time of Agreement	10%
After completion of foundation and plinth	10%
After completion of 1st Roof casting	10%
After completion of 2 nd Roof casting	10%
After completion of 3rd Roof casting	10%
After completion of 4th Roof casting	10%
After completion of 1st floor Brick work	10%
After completion of 2 nd floor Brick work	10%
After completion of 3rd floor Brick work	10%
After completion of 4th floor Brick work	5%
At the time of possession	5%

GST or any TAX will be paid extra as per GOVT. Rules if applicable

J M CONSTRUCTION AND DEVELOPERS

Sk. My a d Ale

Proprietor