

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the
28th. day of February 2025 (Two Thousand and
Twenty Five) A.D.

BETWEEN

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Sulihalwata
DIRECTOR: DIN-10770329

Ganguly

BHOLA MOHINI MINERALS PRIVATE LIMITED, (PAN AADCB5631N) having it's Registered Office at Kada Road, Near Hanuman Chowk Durgapur, Burdwan Durgapur, Paschim Bardhaman, Pin 713203(W.B) represented by its Director **MR. DEBASISH CHATTERJEE (Din No. 02121143)** S/o Late Nepal Chandra Chatterjee, resident of Gopal Math, Sujara Plot, P.O.- Oyaria, P.S. Durgapur, Dist. Paschim Bardhaman, Pin 713217 by faith Hindu, by Occupation Business, Citizen of India, hereinafter called and referred to as the "LAND OWNER" the land owners are represented by their constituted attorney **SUBHABRATA GANGULY S/O Vijayes Ganguly & Sima Ganguly W/O Vijayes Ganguly** by faith Hindu, By Occupation- Business, at present residing at Po+PS + Dist. Bankura, PIN 722207 as per Power of Attorney which was registered at ADSR Bankura recorded in Book No. 1 Volume No 0102-2024 Pages from 84713 to 84724 being Deed no 4598 of 2024 all are director of Ganguly Development & Fortune Private Limited, (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) of the **FIRST PART.**

AND

GANGULY DEVLOPMENT & FORTUNE PRIVATE LIMITED. A Company registered under companies Act having its registered office at at Sonamukhi, Rathtala, Bankura, Pin-722207, Represented by its Directors **1) SRI SUBHABRATA GANGULY S/o Vijayes Gangopadhyay** and **2) SIMA GANGULY W/o Vijayes Gangopadhyay** both are resident of Rathtala, Thandar Para, Sonamukhi, P.O. & P.S. Sonamukhi, Dist. Bankura- 722207, by faith Hindu, by occupation Business, Citizen of India hereinafter referred and called to as the **DEVELOPER /PROMOTER** (which expression shall-unless excluded by or repugnant to the context be deemed to- include their heirs, executors "administrators, representatives and assigns) of the **SECOND PART.**

AND

MR (PAN.....) (**ADHAR NO.**)
.....) Son ofby faith – Hindu, by profession

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
DIRECTOR: DIN-10770329


Service, By Nationality- Indian at present resident at
District -, Pin, hereinafter referred to as the "PURCHASER/
ALLOTTEE" (which expression shall unless excluded by or repugnant to the subject or
context be deemed to mean and include her respective heirs, executors, administrators,
representatives and assigns) of the **THIRD PART**.

DEFINATION:-

- a) **Building** : Shall mean (G+10) storied building on Block 1 to to be constructed on the project property.
- b) **Name of the Building** : Shall mean the new (G+10) storied building on Block 1 to 4 mentioned in Scheduled bellow shall be named and called under the name and style of **FORTTUNE HEAVEN**.
- c) **Common Facilities & Amenities**: Shall mean entrance of the building Community Hall, Gymnasium, Podium, Game Room, Library Room, Office, Children park, Water Reservoir, overhead water tank, water pump and motor, Generator, CC TV, Stair, Lift, Lobby, Roof top (Sky Walk), Shopping Plaza and other facilities, which may be required or enjoyment, maintenance or management of the said building for all occupiers.
- d) **Architect / Engineer** : Shall mean such person or persons being appointed by the Developer.
- e) **Building Plan** : Shall mean such plan or revised sanctioned plan for the Construction of the building, which will be sanctioned by the Bankura Municipality for construction of the building including its modification and amenities and alterations.
- f) **Carpet Area** (for any individual Unit): Here carpet area means the net usable floor area of an Apartment, excluding the area covered by the external walls, are as under services shafts, exclusive Balcony or Verandah area and exclusive open

terrace area, but includes the area , covered by the internal partition walls of the apartment.

- g) **Built Up Area (For any Individual Unit):** Here Built up area means the area covered with outer walls and constructed for the unit including fifty percent area covered by the common partition walls between two units and cent percent area covered by the individual walls for the said unit.
- h) **Covered Area (For any Individual Unit) :** Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.
- i) **Super Built Up Area (For any Individual Unit):** Here super built up area means the total covered area plus 25% service area.
- j) **Saleable Area :** Shall mean the space within the building, which is to be available as an unit / flat for sale for independent use of every occupier. It is equivalent to super built up area.
- k) **Common Areas :** Shall mean collectively the areas, amenities and facilities for the common use and enjoyment of all the Allottees/occupiers of the Project.
- l) **Society:** Shall mean executive body who will maintain the entire project namely FORTTUNE HEAVEN. The executive body will be formed by major vote of all the flat owners/ occupiers.
- m) **Garage :** Small Size garage meansSq.ft Super Built up area , Medium Size Garage means Sq.ft Super Built up area and Large Size Garage means Sq.ft Super Built up area.

RECITAL OF THE PROPERTY

WHEREAS Sri Dukkha Bhanjan Kundu S/o Late Gobinda Chandra Kundu, at Bankura, P.S. & Dist. Bankura purchased a plot of land measuring 2 bigha or 80 decimals more or

less under the jurisdiction of Mouja-Parbatipur, JL No 214, revenue survey 4031, CS Dag

GAANGULY DEVELOPMENT
FORTUNE PVT. LTD.

DIRECTOR:DIN-10770329

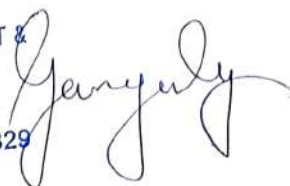
No. 281 under P.S.-Bankura, DSR – Bankura, under Bankura Municipality, Ward No. 13, of Bhakatpara Road from Shib Charan Bhakat S/o Late Baidyanath Bhakat and Ramratan Bhakat S/o Late Kanai Bhakat, resident of Lokepur, P.S. & Dist. Bankura, by a deed of Sale Deed vide No. 5661 which was registered at Sub Registrar Bankura recorded in Book No 1, Volume No 77, Pages from 24-27 being for the year 1942. AND WHEREAS the land owner Dukkha Bhanjan Kundu amicably had settled to the Sagar Chandra Kundu at Bankura the land measuring 2 Bigha or 80 decimals more or less by a way of "Parivarik Nirupan Patra" vide deed no 3850, Vol-1, Page 34-36 for the year 1944 registered at DSR Bankura.

AND WHERE being possessor Sagar Chandra Kundu, he transferred his share through a registered will to his wife and four sons namely 1) Ranjit Kumar Kundu, 2) Subhash Ranjan Kundu, 3) Chittaranjan Kundu, 4) Partha Sarathi Kundu and three daughters dated 28.09.1958 under registered DSR Bankura and appointed as executor Dukkha Bhanjan Kundu. And thereafter Sagar Chandra Kundu renounced from world and the executor filed an probate case under the Bankura District Court, being case No. 160 of 1965 and thereafter Ld. court granted probate in 30th Sept 1966, according to Will. AND AND WHEREAS 1) Ranjit Kumar Kundu, 2) Subhash Ranjan Kundu, 3) Chittaranjan Kundu, 4) Partha Sarathi Kundu became the real owner and actual owner of the property. AND WHEREAS Sri Sagar Chandra Kundu, leaving behind four sons namely 1) Ranjit Kumar Kundu, 2) Subhash Ranjan Kundu, 3) Chittaranjan Kundu, 4) Partha Sarathi Kundu and they are entitled the get $\frac{1}{4}$ share separately of the property by a way of succession. They are enjoying the property without any interruption of others. Being possession Ranjit Kumar Kundu died, he leaving behind his three successors namely Mira Kundu (wife), Aninda Kundu (Son) and Nandita Singha (Daughter) by a way of succession. They are enjoying the property without any interruption of others. On the other side being possession Subhash Ranjan Kundu died, leaving behind his four

successors namely Mukta Kundu (Wife), Souvik Kundu (Son), Iman Kalyan Kundu (son), and Avik Kundu (Son). They are enjoying the property without any interruption of others.

AND WHEREAS the successor of Ranjit Kumar Kundu namely Mira Kundu (wife), Aninda Kundu (Son) and Nandita Singha (Daughter) after being the owner they sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Mondal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204508/2022 under the ADSR Bankura

AND WHEREAS the successor of Subhash Ranjan Kundu namely Mukta Kundu (wife), Souvik Kundu (Son) and Iman Kalyan Kundu (Son) Avik Kundu (Son) after being the owner they sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Mondal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204509/2022 under the ADSR Bankura.

 GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
DIRECTOR: DIN-10770329 

AND WHEREAS the Chitta Ranjan Kundu, after being the owner he sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Mondal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204506/2022 under the ADSR Bankura.

AND WHEREAS the Partha Sarathi Kundu, after being the owner he sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Mondal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204507/2022 under the ADSR Bankura

AND WHEREAS Chitta Ranjan Kundu S/o Sagar Chandra Kundu, 2) Partha Sarathi Kundu S/o Sagar Chandra Kundu, 3) Mira Kundu W/o Ranjit Kundu, 4) Aninda Sunar Kundu S/o Ranjit Kumar Kundu, 5) Nandita Singha W/o Amiatava Singha, D/o Ranjit Kumar Kundu, 6) Mukta Kundu W/o Subhash Ranjan Kundu, 7) Souvik Kundu S/o Subhash Ranjan Kundu, 8) Iman Kalyan Kundu S/o Subhash Ranjan Kundu, 9) Avik Kundu S/o Subhash Ranjan Kundu, after being the owners they sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 1885 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Mondal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204507/2022 under the ADSR Bankura.

AND WHEREAS (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Mondal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura became the actual and real owner of said land under the Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755, corresponding LR 925, LR Khatian No. 1839, 3569, 3570, 3571, 3572 mutated their names respectively under the B.L & L.R.O Bankura-I. //5// AND WHEREAS (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Mondal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, sold out the property to BHOLA MOHINI MINERALS PRIVATE LIMITED, PAN AADCB5631N having it's Registered Office at Kada Road, Near Hanuman Chowk Durgapur, Burdwan Durgapur, Paschim Bardhaman, Pin 713203(W.B) represented by its Director Mr. DEBASISH CHATTERJEE (Din No. 02121143) S/o Late Nepal Chandra Chatterjee, resident of Gopal Math, Sujara Plot, P.O.- Oyaria, P.S. Durgapur, Dist Paschim Bardhaman Pin 713217.

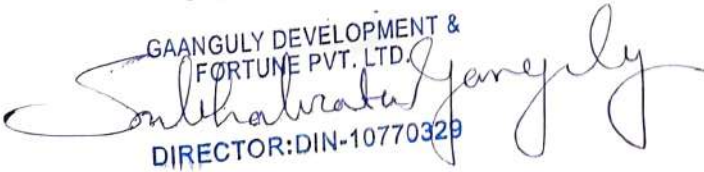
GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Subhabrata Ganguly
DIRECTOR: DIN-10770329

AND WHEREAS BHOLA MOHINI MINERALS PRIVATE LIMITED became the real and actual owner of a plot of land measuring an area of total 0.5535 acre or 55.35 Decimals or 33 kattha 7 Chhatak, 37 Bragafut or 34112 sq.ft. and as per recorded area as 0.5375 acre 53.75 Decimals under Mouza- Parbatipur,. L.R kh No. 3743, C.S. Plot no. 281, R.S. (Sabek) plot no. 281/755 corresponding L.R Plot No 925, under Bankura Municipality, Dist Bankura,

AND WHEREAS the land owner had executed a development agreement with the developer which was registered at ADSR Barasat recorded in Book No. 1 Volume No 0102-2024 Pages from 78214 to 78231 being Deed no 4210 of 2024. The land owners also executed a power of attorney in favour of Developer which was registered at ADSR Bankura recorded in Book No. 1 Volume No 0102-2024 Pages from 84713 to 84724 being Deed no 4598 of 2024.

AND WHEREAS the above named LAND OWNER have entered into development agreement with the developer vide Book-I & Deed No. 010204210/2024, Sl. No. 4177/2024 dated 26.11.2024 for development/constructions of flats/apartments over the aforesaid plot of land and have executed and Irrevocable General Power of Attorney registered at ADSR Bankura recorded in Book No. 1 Volume No 0102-2024 Pages from 84713 to 84724 being Deed no 4598 of 2024 dated 17.12.2024 in favour of LAND OWNER/Promoters/Developer1) Sri Subhabrata Ganguly S/o Vijayes Gangopadhyay and 2) Sima Ganguly W/o Vijayes Gangopadhyay both are resident of Rathtala, Thandar Para, Sonamukhi, P.O. & P.S. Sonamukhi, Dist. Bankura- 722207, the First Party.

AND WHEREAS by virtue of the aforesaid' Developers/builders/ promoter Deed of development Agreement and Power of Attorney, the aforesaid Builders/Promoters namely 1) Sri Subhabrata Ganguly S/o Vijayes Gangopadhyay and 2) Sima Ganguly W/o Vijayes Gangopadhyay is entitled to construct a multistoried building over the aforesaid

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
DIRECTOR: DIN-10770329


plot of land and entitled to sell the individual residential flats to the intending purchaser(s).

AND WHEREAS the developer herein as per the terms & conditions of the said development agreements submitted a building plan on behalf of the owners and sanctioned the same from the Bankura Municipality, vide Plan No. SWSOBPAS/1301/2025/0051 dated 05.03.2025 i

AND WHEREAS to avoid ambiguity between the developer and land owner for demarcation or identification of developer's allocation and owner's allocation, the both party has executed two numbers of Supplemental Agreement which was notarized at Bankura.

AND WHEREAS in pursuance of the said plan sanctioned by the Bankura Municipality the Vendor/ Developer duly started the construction in respect of the property which is fully mentioned in the B SCHEDULE here under written.

AND WHEREAS in pursuance of the said plan sanctioned by the Bankura Municipality the Vendor/ Developer duly started the construction in respect of the property which is fully mentioned in the D SCHEDULE under amalgamation Schedule here under written and the Developer has declared to sale out from his allocation Flat/Unit and Garage to any intending purchaser through marketing and the intending Purchaser herein is relying on the representation of the developer, the purchaser has interested to purchase a flat vide no on the Floor in Block no measuring carpet area Sq.ft. and saleable area Sq. ft. more or less & a covered medium size garage on the ground floor measuring Sq. ft more or less of the G+10 multi storied building in the name & Style of FORTTUNE HEAVEN (herein after referred to as the said Flat).

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Sulihalrata Gaanguly
DIRECTOR: DIN-10770329

AND WHEREAS the PURCHASER having interested to purchase a flat vide no on the Floor in Block no measuring carpet area Sq.ft. and saleable area Sq. ft. more or less & a covered medium size garage on the ground floor measuring Sq. ft more or less of the G + 10 storied building in the name & Style of "FORTTUNE HEAVEN," in the said building duly inspected all the relevant title deeds, documents of the said Land owner authority and right therein, the sanctioned building plan, structural plan and also areas, dimensions, measurements, specifications and other details whatsoever concerning the said property/ building and the Flat and has satisfied themselves with regard thereto;

AND WHEREAS the Purchaser herein relying on the representation of the Developer as stated herein have agreed to purchase a a flat vide no on the Floor in Block no measuring carpet area Sq.ft. and saleable area Sq. ft. more or less & a covered medium size garage on the ground floor measuring Sq. ft more or less of the G + 10 storied building in the name & Style of "FORTTUNE HEAVEN," more or less of the G + 10 storied building (herein after referred to as the said Flat) at or for the total price of Rs./-(Rupees) only

AND WHEREAS prior to execution of this Deed of Conveyance the vendors herein represented and declared the followings –

- a) That they are the absolute owners of the said plots of lands and no other person has any interest therein;
- b) That they have no loan liability in respect of the said landed property and hence, the said property are free from all sorts of encumbrances, charges, liens, attachments, mortgages etc.
- c) That on taking possession of the said flat the Purchaser shall be entitled to use and enjoy the right, title and interest of the same without any claim or interruption from the Vendors and/ or their natural heirs and legal representatives.

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

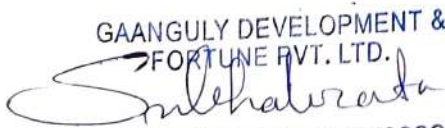
- d) That the Vendors shall pay all dues, which will stand payable to the Competent Authorities on the date of handing over possession of Schedule property to the Purchaser and will keep the Purchaser safe and unharmed in any manner.
- e) That the Vendors hereto have not made any agreement with any other person in connection with the Schedule Property.
- f) That the Vendors hereto have good marketable title with the right to sell, transfer and convey etc.
- g) That the said land has not been affected by any Notice or scheme of acquisition or requisition of the state Government and not affected by any proceedings under the Urban Land (Ceiling and Regulations) Act 1976 and not affected by any proceeding either under the West Bengal Estates Acquisition Act, 1953 or under the West Bengal Land Reforms Act, 1955.
- h) It is also stated by the Vendors have obtained all necessary permissions as will be required lawfully at the time of registration of Sale Deed.
- i) It is also declared that the Vendors have not hidden or concealed any material facts relating to the Schedule Property.
- j) Consideration money will be received by the Vendors as per their share of flat in the Schedule Property.

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said sum of Rs./-(Rupees)

only well and truly paid by the Purchaser to the Vendors on or before the execution of these presents (the receipt whereof the Land owner do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Land owner do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchaser the said a flat vide no on the Floor in Block no measuring carpet area Sq.ft. and saleable area Sq. ft.

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Sudhakar Ganguly
DIRECTOR: DIN-10770329

more or less & a covered medium size garage on the ground floor measuring Sq. ft more or less of the G + 10 storied building in the name & Style of "FORTTUNE HEAVEN" (herein after referred to as the said Flat) fully mentioned in the "B" SCHEDULE hereunder written together with ALL THAT the impartible and undivided proportionate share or interest in the land measuring 33 Katha 2 Chhataks 1 Sq.ft. equivalent to 2215.855 Square meter within Dist Bankura P.S. Bankura J.L No.214, Mouza- Parbatipur Ward No. 13 adjacent Bhakatpara Road being L.R Khatian No 3743 being C.S Plot No. 281, sabek plot 281/755 corresponding L.R Plot No. 925, within the jurisdiction of Bankura Municipality fully and particularly described in the "A" SCHEDULE hereunder written TOGETHER WITH the Flat with all fittings, fixtures, easements, rights, privileges along with the right to use and enjoy the common areas and installations fully mentioned in the "C" SCHEDULE hereunder written in common with the Co-Owner of the building AND the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Flat AND all the estate right title interest property claim and demand whatsoever on the Owner/Developer out of or upon the said share in the said premises and the said Flat and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof respectively TOGETHER WITH their and every of their respective rights liberties and appurtenances whatsoever to and unto the Purchaser AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat belonging to the Purchaser TO HAVE AND TO HOLD the said share in the said premises and the said Flat and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the Purchaser absolutely and forever free from all encumbrances trusts liens lispendens attachments whatsoever (save those as are expressly mentioned herein) AND observance fulfillment and performance of the restrictions terms and conditions covenants and obligations AND the

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

Land owner shall have no liability and/or right whatsoever on the said Flat described in the "D- Schedule" hereunder written after the date of execution of this Deed of Conveyance AND it shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said Flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Land owner AND further the Owners and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said Flat and proportionate share in the said land from through under or in trust for the Land owner shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said Flat here by sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchaser shall or may be reasonably required.

THIS INDENTURE FURTHER WITNESSETH as follows: -

- i) **PREMISES** shall mean the **ALL THAT** piece and parcel of Homestead land measuring an area of 33 Katha 2 Chhataks 1 Sq.ft. equivalent to 2215.855 Square meter within Dist Bankura P.S. Bankura J.L No.214, Mouza- Parbatipur Ward No. 13 adjacent Bhakatpara Road being L.R Khatian No 3743 being C.S Plot No. 281, sabek plot 281/755 corresponding L.R Plot No. 925, within the jurisdiction of Bankura Municipality fully mentioned in the "A" SCHEDULE hereunder written and wherever the context so permits or intends shall also include the building thereon.

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Subhadrata Ganguly
DIRECTOR: DIN-10770329

- ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said Flat and described in the "E" Schedule hereunder written
- iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.
- iv) **CO-OWNER** shall according to its context mean all the persons who have acquired and who may hereafter acquire or own Flats or flat in the said premises.
- v) **COMMON** areas and installations shall mean and include, passage, terrace, pathways, installation at the premises as mentioned in the "B" Schedule hereunder written and expressed or intended for common use and enjoyment of the Co-Owner.
- vi) **COMMON EXPENSES** shall mean and include the purpose of maintaining the premises in particular the common area and installations, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owner and matters relating to the most beneficial use and enjoyment of their respective units exclusively as mentioned in the "F" Schedule hereunder written and the said expenses to be paid proportionately along with other co-Owner of the premises.
- vii) **SAID UNIT** shall mean the said complete Flat and/or other spaces as mentioned and described in the "E" Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.
- viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the Co-Owner that may be formed for the purpose of management, maintenance and administration of the common purpose.
- ix) **SINGULAR** number shall mean and include the plural number and vice versa.
- x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

THE VENDORS HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) **THAT** the interest which the Vendor profess, transfer, subsists and the Vendors have good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property together with the **FLAT** hereby granted, sold, conveyed transferred, assigned and assured unto and in favour of the Purchaser absolutely and forever.
- ii) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any Deed Documents or writing whereby the property and/or the **FLAT** and the rights and the properties appurtenant thereto or any part thereof can or may be impeached, encumbered or effected in title.
- iii) **AND THAT** the property (i.e. the unit/ **Flat**, the land's share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, lease, acquisition, requisition, restriction, litigations, lis-pendens, covenants, uses, debtor, trusts made or suffered by the Vendor or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Vendor.
- iv) **THE PURCHASER** shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the **FLAT** /unit together with undivided proportionate share of land and also enjoy the facilities commonly with other Flat owners in respect of common areas in the Building and every part thereof and/or receive the rents, issued and profits thereof for his own use, without any suit lawful eviction, interruption, disturbance, claims or demands whosoever from or by the Vendor or any person or persons lawfully claiming or to claim through under or in trust for the Vendor and all persons having or lawfully claiming any

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Smt. Chhaya Gaanguly
DIRECTOR: DIN-10770329

- estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendor.
- v) **THAT THE VENDOR** shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make, do acknowledge, execute and perform all such further and other lawful and reasonable act, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the Purchaser.
- vi) **AND THAT** the FLAT and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and forever discharges from and by the Vendors unto and in favour of the Purchaser.
- vii) **THE PURCHASER** shall hereby has the right to mutate his name in the records of the Bankura Municipality or any other authority or authorizes concerned as sole Owner of the FLAT rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the FLAT /unit, rights, and properties appurtenant thereto and until and unless the FLAT /Unit is separately assessed their name, the Purchaser will pay proportionate share of rates and taxes in the name of the land owner
- viii) Supports easements, quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the FLAT or therewith held used occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in different schedule hereunder written.

THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR as follows:-

1. The Purchaser shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Sulihalrata Gaanguly
DIRECTOR: DIN-10770329

- punctually pay and discharge all taxes and impositions on the unit/ FLAT wholly and common expenses and all other outgoings expenditure described in the schedule hereunder Witten proportionately.
- II. The Purchaser shall not raise any unreasonable objection in respect of the said FLAT and put any requisition concerning the nature, scope and extent thereof.
- III. The Purchaser shall regularly and punctually pay and discharge all rates, taxes surcharge, common expenses impositions and all other outgoings expenses in respect of the FLAT and the rights and properties appurtenant thereto from the date of delivery of possession of the FLAT and the rights and properties.
- IV. The Purchaser shall apply for and have the FLAT mutated in his name and separately assessed for the purpose of assessment of Municipal Rates and taxes until such time the FLAT in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes.
- V. The Purchaser hereby undertake to enter as a member of FLAT Owners Association to be formed by the Vendors/Developer in the Newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purpose and the Purchaser undertake that until the association is formed and take steps the maintenance and management of the common portion, the Purchaser will co-operate with the Vendors and with the Owners' association and pay their proportionate share of Municipal Rates and Taxes along with proportionate share of common expenses.
- VI. The Purchaser shall at his own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing painting inside wall of the said FLAT without causing any structural change which may be detrimental for the safety of the building and shall keep the FLAT and every part thereof, fittings and fixtures therein or exclusively for the FLAT comprised therein, properly painted

and in good repair and in a neat and clean condition as a decent and respectable place for car parking purpose.

THE PURCHASER SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND COMMON PARTS THEREOF:-

1. To interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Vendors/Developers.
2. To do anything whereby the Land owner is prejudicially affected.
3. To throw any rubbish or store any article or combustible goods in the common parts.
4. To carry on any obnoxious, nosy offensive, illegal or immoral activities in the said FLAT.
5. To cause any nuisance or annoyance to the co-Purchaser and/or occupants of the other portions of the said building and/or FLAT.
6. To obstruct in any manner if the Vendors/Developer in making any construction or transferring any right in or on the land Building or other Flat/Unit.

THE "A" SCHEDULE PROPERTY ABOVE REFERRED TO

(Entire land)

ALL THAT piece and parcel of Land measuring an area of 33 Katha 2 Chhataks 1 Sq.ft. equivalent to 2215.855 Square meter within Dist Bankura P.S. Bankura J.L No.214, Mouza- Parbatipur Ward No. 13 adjacent Bhakatpara Road being L.R Khatian No 3743 being C.S Plot No. 281, sabek plot 281/755 corresponding L.R Plot No. 925, within the jurisdiction of Bankura Municipality, which is butted and bounded as follows:-

On the North : Gobindanagar to Lokepur 40' Ft. Pucca Pitch Road.

On the South : Vacant land of Ratan Bhakat and 4' Ft. Wide Road (Kancha Road)

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR:DIN-10770329

On the East : 1.2 meter Wide Kancha Road.

On the West : Land of Health Department and land of Nimai Bhakat

THE "B" SCHEDULE ABOVE REFERRED TO

(Details and area statement of the Flat and Garage)

ALL THAT the piece and parcel of self-contained a residential flooring a a flat vide no on the Floor in Block no measuring carpet area Sq.ft. and saleable area Sq. ft. more or less in FORTTUNE HEAVEN which details are as follows:

Carpet area	:	Sq.ft
Exclusive Balcony Area	:	Sq.ft.
Built up Area	:	Sq.ft.
Covered Area	:	Sq.ft.
Super Built up area (Saleable area) :		Sq. ft..

which is butted and bounded as follows;-

On the North :

On the South :

On the East :

On the West :

ALL THAT piece and parcel of a residential cemented flooring a covered medium size garage on the ground floor measuring Sq. ft more or less of G+10 storied Building.

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

THE "F SCHEDULE ABOVE REFERRED TO

(Cost of maintenance and common expenses)

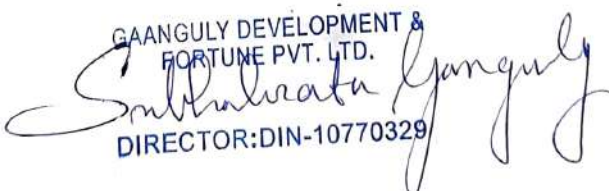
1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, underground & overhead water storage tanks, septic tank and electric wires, motors, generators and other appliances and passages in or under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the building and the main entrance, passages landings, staircases of the building enjoyed by the Purchaser or used by him in common as aforesaid.
2. Cost of cleaning and lighting the passages, landing, staircase and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
3. Cost of working and maintenance of light and service charges and decorating the exterior of the building.
4. Municipal rates and taxes save those separately assessed.
5. Cost of charges of establishment for maintenance of the building and the salaries of all staff, security employed for the same.
6. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
7. All charges for maintaining the office for common purposes.
8. All charges for maintenance of Generator , Lift, water filtration Plant, Gym. indoor games area, Community Hall, Swimming Pool , CC Camera, intercom facility, Toilet & Latrine for driver & Security
9. All charges for maintenance of Mandir.
10. All charges for maintenance of security room.

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

THE G SCHEDULE ABOVE REFERRED TO
(COMMON RIGHT & FACILITIES)

1. The said land described in the E Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.
9. Mandir and Lift

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

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.

Signed, sealed and Delivered in
presents of following :-

As constituent Attorney of BHOLA
MOHINI MINERALS PRIVATE LIMITED

WITNESSES :

1.

SIGNATURE OF THE OWNER

2.

Drafted by :

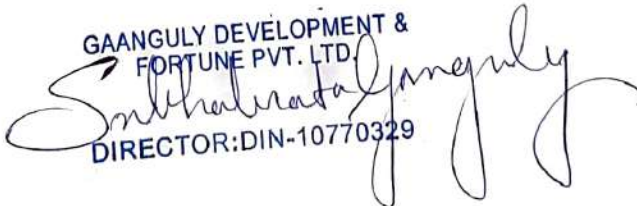
Signature of the Developer

Sukumar Mallick

Advocate
Enrolment No.- WB/340/2001
District Judges' Court, Bankura,
(W.B.)

Signature of the Purchaser

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
DIRECTOR: DIN-10770329



MEMO OF CONSIDERATION

Total consideration of the said Flat & Garage of Rs./-(Rupees) only of the G + 10 storied building in the name & Style of **FORTUNE HEAVEN** is to be payable by the Purchaser to the Developer hereof in the manner as follows :

Date	Cash/ Cheque No.	Bank	Rupees
Total -			Rs./-

Total of Rupees only

WITNESSES:-

As constituent Attorney of BHOLA MOHINI
MINERALS PRIVATE LIMITED

1.

SIGNATURE OF THE OWNER

2.

Signature of the Developer

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Smilshubrata Gaanguly
DIRECTOR: DIN-10770329