

DRAFT

DEED OF CONVEYANCE

This Deed of Sale made on this theth day of

BETWEEN

Sri/smt. Dilip kumar Das (PAN-ADIPD3207B), Sri, Bibekananda das (PAN-AXWPD7270L), Sri, Manas Mohan Das (PAN-ANVPD7873N) Sri, Ashok kumar Das (PAN-ADOPD1740K) Sri Dipak Das (PAN-ARIPD3088J) Sri Hirak kumar Das (PAN-ADFPD0966J) Sri Sibananda Das (PAN-ALXPD1744Q) All are sons of late Rashbihari Das. by faith Hindu, service or business by occupation, Citizen of India, residing at G.c adhikary road, upar nadiha, Purulia, P.O-dulmi nadiha, Police Station Purulia (T), District - Purulia, West Bengal, Pin-723102, hereinafter referred to as the '**OWNER**' (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, legal representatives and assigns) Represented by her Constituted Attorney, **1. Amarnath karmakar (CMHPK2504A)** S/O- Late Shiblal Karmakar of Sonu Tower Namopara Rath Tala Purulia 1st Partner **2. Nitesh Burman (PAN- AIDPB4177A)** S/O- Bholanath Burman of Nilkuthidanga Ward No. 10 P.O Purulia, P.s- Purulia (T) 2nd Partner 3. Tinku

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SHIVAY CONSTRUCTION

Nitesh Burman

PARTNER'S

Prasad Gupta (**PAN- AMCPG8878Q**), S/O Mangal Gupta of Old Police Line More Purulia Ward No. 10 Purulia herein after called 3rd Partner all are partners of " **SHIVAYA CONSTRUCTION**" having its office at SC SEN Road, Nilkuthi Danga P.O., P.S. & DIST.- Purulia (West Bengal) PIN 723101 vide registered General Power of Attorney dated 09/07/2023 duly registered in the office of Addl. District Sub-Registrar at Purulia, Being No.- 3506 of Book-I for Year 2024 by faith Hindu, Citizen of India the **FIRST PART**.

AND

1. **SRI/SMT.....(UID-....., PAN-.....)** son of, (UID-....., PAN-.....) both are by faith Hindu, Citizen of India, Service/Business and Household by occupation, resident of....., P.O....., P.S....., Dist. Purulia (W.B) Pin-....., hereinafter referred to as the '**VENDEE/PURCHASER**' (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

"**SHIVAY CONSTRUCTION**"(**PAN-AEMFS6155G**), a partnership firm having its office at Nilkuthidanga, ward no.14 MAA Jagadamba apartment, Purulia, P.O. Purulia, P.S. Purulia, West Bengal, Pin 723101 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in office, administrators and assigns) , being represented by its partners 1. **Sri Amarnath Karmakar**(**PAN-CMHPK2504A**) son of Late Siblal Karmakar resident of Sonu Tower, Rathtala Namopara Purulia, P.O. Namopara, Police Station Purulia(T) Dist. Purulia, West Bengal, Pin 723103 and 2.**Nitesh Burman (PAN- AIDPB4177A)** S/O- Bholanath Burman of Nilkuthidanga Ward No. 10 P.O Purulia, P.s- Purulia (T) 2nd Partner 3.**Tinku Prasad Gupta (PAN- AMCPG8878Q), S/O Mangal Gupta** of Old Police Line More Purulia Ward No. 10 Purulia herein after called 3rd Partner by faith Hindu, by occupation Business, Citizen of India, hereinafter referred to as the '**DEVELOPER/CONFIRMING PARTY**'.

WHEREAS the property in Mouza Nadiha J. L. No. 291/ 3 under Purulia Municipality Ward no. 23, being holding no. 1846 under RS. Khatian No.620, LR Khata No. 4237,4242,4239,4238,4240,4241,4243, being the portion of , Corresponding to R.S. Plot No.1028 measuring area of 04 Cottahs 15 Chattak 22 sq.ft. lying and situated at jaikhana Road , upar Nadiha Purulia, have been owned and possessed by the present aforesaid OWNERS.

AND WHEREAS the owner after the aforesaid purchase, has mutated her name before the office of the B.L. & L.R.O Purulia-I in respect of the schedule-I property through Mutation Case No. 622/2014 and converted the classification of the land as Commercial Bastu vide Conversion Case No. CN/2024/1401/539,CN/2024/1401/537,CN/2024/1401/532,CN/2024/1401/533,CN/2024/1401/538,CN/2024/1401/531,CN/2024/1401/540,the owner also obtained a separate holding in her name being no. 1846 under Municipal Ward no.old ward no.05 new ward no.23, and after mutating her name in the office of the concerned B.L. & L.R.O. and Purulia Municipality, the Owner has been in ownership in possession with her absolute right, title, interest in the same till today.

AND WHEREAS thus the Owner herein being the sole and absolute owner of the said property, entered into a Development Agreement by registered Deed Of Development Agreement bearing deed no 2999 on 20/06/2024 with the Developer herein in respect of the said property for development by way construction of multi-storeyed building/s thereon under certain terms and conditions.

AND WHEREAS the Developer being the authorised agent of the Owner obtained a Building Plan sanctioned from the Purulia Municipality being Plan No.1509/3 dated 13/09/2024 for construction of the proposed multi-storied (G+4) building over the schedule-I property and accordingly the Developer started construction of the proposed multi-storeyed building namely " Shivay Enclave" on the said property as per the aforesaid sanctioned building plan.

AND WHEREAS pursuant to above the Owner executed and registered a General Power of Attorney in favour of **Sri Amarnath Karmakar ,Sri Nitesh Burman,Sri Tinku Prasad Gupta** ,the partners of the Developer on20/06/2024 duly registered in the Office of Addl. District Sub Registrar at Purulia, Being No. 140202999 of Book I for the year 2024 thereby authorising and empowering the Developer to sell the units/flats and other saleable spaces in the building under the Developers' Allocation on receipt of consideration by

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executing and registering the necessary Agreement for Sale and Deed of Conveyance in favour of the Intending Purchaser/s.

AND WHEREAS the Purchaser/s after examining the title of the Owner and having satisfied with the title thereof and having inspection of the sanctioned plan of the said premises, the progress of construction and workmanship of the new multi-storeyed buildings and/or its available common facilities and amenities, approached the Developer being the authorised person of the owners to purchase the flat being no. "00" on the Fourth floor measuring a super built up area/saleable area..... Sq.ft. particularly described in the Schedule-II hereunder written against the total consideration including transformer charge of Rs. 00,00,000.00 (.....) only free from all encumbrances.

AND WHEREAS the Developer as well as the owner have agreed to sell and the purchaser have agreed to purchase all that the flat being No. "00" on the Fifth floor measuring a super built up area of 000 sq. ft. (built up area 0000 Sq. ft.) on the Floor at the multi-storied (G+4) building namely "Khushi Tower" which is morefully described in the schedule-I hereunder written together with undivided proportionate share of land underneath the building and absolute right of use and occupation of the said flat and together with other common areas, facilities and benefits of the said building which is specifically mentioned in Schedule-III herein below to be enjoyed commonly with other flat owners of the building on payment of all common expenses proportionately with other flat owners as unit basis, for and against the total consideration including transformer charge of Rs. 00,00,000.00 (.....) Plus GST and accordingly an agreement for sale for the flat/unit, mentioned in the schedule-II herein below has been executed between the vendor/developer and the purchasers on 00/00/0000.

AND WHEREAS the purchaser/s being fully satisfied with himself/ herself/themselves/itself as to the title of the owner/developer and has also inspected the proposed Map or sanctioned plan sanctioned by the authorise/ concerned department and has also inspected the quality of construction made of which quality of the material used for construction of the said building as well as the said flat/unit and has also inspected the measurement of the complete (without flooring) and finished flat/unit, and its fitting and fixtures do hereby assure and covenant with the developer/owner, that she/he/ they is/are fully satisfied in respect thereof and have assure not to raise any objection or make any dispute whatsoever or howsoever in respect thereof.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS :-

1. **DEFINATIONS** : In this deed of absolute sale unless there be something contrary or repugnant to the subject or context.

a) **ARCHITECT/ENGINEER** shall mean "DOMESCA ASSOCIATES" having its office at Wilcox Road, Bhatbandh, Purulia who have drawn and also decorate the elevation of the said building and his associates who have made the structural drawing of the said construction.

b) **Association** shall mean the Association or Holding organisation of the unit/flat Holders/owners of the said Building in which the said unit hereby agreed to be constructed in the said property. The said association shall be formed by the developer upon sale and transfer of all the units and upon payment of all the amounts due and payable by all unit holders in the said building payable and also upon all the unit holders shall have taken possession of their respective units and/or will be deemed to have taken possession of the respective units. The said Association shall take over the responsibilities of maintenance, management and administration and repairs of common portions of the said building and shall remain in control, management maintenance, administration 'thereof'. The said purchaser shall pay proportionately to the said Association the proportionate share of costs and expenses for the said management, maintenance, administration repair upkeep of the common portions and other expenses necessary for the said common portion and other expenses necessary for the said purposes from time to time

c) **BUILT UP AREA** shall mean according to the context the covered area of the said Unit/Flat.

d) **SUPER BUILT UP AREA** shall mean 25% added with the covered area of the unit/flat.

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e) **CO-OWNERS** shall according to its context mean all persons body, corporate who have acquired or will agree to acquire and have already acquired own unit or units without car parking space and without servant quarter in the said building.

f) **COMMON PARTS** shall mean all the common areas and installations expressed or intended by the Developer for common use, enjoyment of the occupiers of all units in the building by the said purchaser/s, the particulars of which common parts are fully described in SCHEDULE-III hereunder written.

g) **COMMON PORTION/ COMMON PORTIONS OF THE BUILDING** shall mean and include the entrance of the building from common passage of the Basement and installation comprised in the building containing the respective units as mentioned in SCHEDULE-III hereunder written and expressed or intended to be deemed by the owner and the Developer for common use and enjoyment of the co-owners of the respective building but shall not included:-

h) Car/Scooter Parking spaces in the Basement of the building and also in the open compound of the premises.

ii) Front space, back space and side space and other leftovers along with the side of the building.

iii) The Roof and parapet walls of the said building.

iv) Such other open and covered spaces in the building and the premises which the Developer and owner may use or permit to be for any other purposes, and over which the Developer and owner shall have absolute and full right to deal with and the said purchaser/ s doth hereby accord his/her/their/its consent thereto and agrees not to raise any dispute or claim or impediment or hindrance thereto Servant quarter in the ground floor and also in the open compound of the premises.

i) **COMMON EXPENSESES** shall mean and include all expenses to be incurred payable and contributable proportionately by the co-owners for the maintenance, management, upkeep and administration of the said building and rendering of services in common purposes including those mentioned in THE SCHEDULE-IV hereunder written for the building.

j) **COMMON PURPOSES** shall mean and include the purposes of managing the building and the common parts rendering of the services in common to the co-owners and in relation to all the building and collection and disbursements of the common expenses dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of the building.

k) **DEVELOPER** shall mean the said "SHIVAY CONSTRUCTION" and their successor or successors in office and assigns.

l) **DEVELOPMENT AGREEMENT** shall mean the agreement dated (20/06/2024) made between the owner and the developer.

m) **OWNER** shall mean the said. Dilip kumar Das,Sri,Bibekananda das,Sri,Manas Mohan Das Sri, Ashok kumar Das Sri Dipak Das Sri Hirak kumar Das Sri Sibananda Das His/her heirs, legal representatives, executors, administrators, successor or successors and assignees etc.

n) **PURCHASERS** shall mean said and, their legal heirs, representatives administrators, assignees etc.

o) **PARKING SPACES** shall mean covered space made for parking scooters in the Basement of the building for parking of scooters/ motor cycles/four wheeler allotted to the respective purchasers in particular and all the parking spaces in the building in general.

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p) **PLAN** shall mean the said sanctioned plan sanctioned by the Purulia Municipality and shall include all modifications or alterations or substitutions thereof if any made by the developer hereafter duly sanctioned by the Purulia Municipality.

q) **SAID PREMISES/PROPERTY** shall mean land comprised and situated at Chaibasa/ Tata Road, Nadiha , Purulia, ward no. 6. P.O. & Dist. Purulia, containing an area of 03 Cotha 10 Chhataks and wherever the context so permits intends shall include the building thereon.

r) **SAID BUILDING** shall mean the building namely "**Shivay Enclave**" constructed by the Developer over the land of the SAID PROPERTY/PREMISES of the owner as per sanctioned plan.

s) In the said building the proportionate area of the common parts and will also include overhead staircase room, lobbies on all the floors, staircase, overhead water tanks, underground septic tanks, security and staff room if ANY PROVIDED THAT if any wall or column be common between the two units then one half of the area under such wall or columns shall included in the area of such unit.

t) **SAID UNIT/FLAT** shall mean the UNIT/FLAT NO. "**00**" on the fourth floor, measuring a super built up area of 0000 sq. ft. (built up area 0000 Sq. ft.) at the SAID BUILDING fully mentioned and described in the Schedule-II here-in-under written.

u) **SINGULAR** number shall include plural number and vice versa.

v) **UNIT/FLAT** shall mean the units and/or other space or spaces intended to be built and constructed by the developer and/or constructed area capable of being exclusively held or occupied by any purchaser/co-owner in the respective building. In consideration of the total amount including transformer charge of **Rs. 00,00,000.00** (.....)only with GST, the vendees have paid the entire consideration amount to the developer as described in the payment schedule hereunder and the vendor/ developer have acknowledge the receipt hereof in this presents and on and from the same and every part thereof developer and the vendor at the request of the purchaser/s and of and from the same and every part thereof jointly doth hereby acquit discharge exonerate and release the purchaser/ s the said flat/UNIT no. "**00**" on Fifth floor measuring a super built up area of 0000 Sq. ft. (built up area 0000 Sq. ft.) at West Lake Road, Purulia particularly described in the SCHEDULE-II TOGETHER WITH undivided proportionate variable indivisible impartible share in the land at North Lake, Road, Purulia and attributable to the said flat/unit hereby granted, sold conveyed and transferred, the vendor/developer doth hereby grant sell convey transfer, assign and assure ALL THAT undivided proportionate variable indivisible impartible share in land at North Lake Road, Purulia,(more fully described in the SCHEDULE-III hereunder written) attributable to the said flat no. "**00**", on Fifth floor (herein after referred to as the SAID SHARE IN THE SAID PREMISES) together with all and whatever right, title and interest of the vendor/developer of and in ALL THAT self-contained independent flat no. C on the Fifth floor of premises at West Lake Road, Purulia containing a super built up area of 0000 sq.ft. (built up area 0000 Sq.ft.) more fully described in the SCHEDULE-II hereunder written and hereinafter collectively referred to as the 'SAID FLAT/UNIT" AND the reversion or reversions remainder or remainders AND rents issues and profits of the said flat including the said share in the said premises and any and every part thereof AND all the legal incidence thereof AND ALL the estate right, title, interest inheritance possession use trust property claim and demand whatsoever both the law and equity of the vendor into or upon and in respect of the said share in the said premises or any part thereof herein comprised and hereby sold conveyed granted and transferred

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TO HAVE AND TO HOLD the same and every part thereof unto and to the use of the purchaser/s SUBJECT TO the purchaser's covenants herein and subject to the terms covenants stipulations, conditions and agreements hereunder written and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the purchaser/ s or the person deriving title to the said share in the said premises as "covenant running with the land" SUBJECT HOW EVER TO the purchaser/s paying to the developer/ upon formation Association proportionate service charges and maintenance charges and also paying proportionate Municipal and all other rates taxes outgoings and common expenses including those mentioned in the SCHEDULE-IV hereunder written in connection with the said flat wholly and the building and the said land in particularly the common areas and facilities proportionately EXCEPTING and RESERVING unto the vendor the roof/terrace of the building.

2. The vendor/developer doth hereby covenanted with the purchaser/ s as follows :-

a) That notwithstanding any act, deed matter or thing whatsoever hereto before done committed or knowingly suffered by the vendor/ developer to the contrary the vendor/developer is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to sell and transferred assigned and assured.

b) That the vendor/developer have good right full power and absolute and indefeasible authority to sell assign and transfer the said share in the said premises and every part thereof unto and to the use of the purchaser/s in the manner aforesaid and according to the true intent and meaning of these presents ,

c) That it shall be lawful for the purchaser/ s at all times hereafter peaceably and quietly to enter into and upon the said flat and to hold, occupy and enjoy the said flat forever subject to the terms conditions and covenants contained herein and to receive the rents issues and profits in respect of the said flat including the said share in the said premises without any lawful eviction interruption hindrance, disturbances claim or demand whatsoever from or by the vendor/developer or any person or persons having or lawfully or equitable claiming any estate right, title interest whatsoever in the said flat including the said share in the said premises from under through or in trust for the vendor/developer AND free and clear and freely and clearly and absolutely acquitted exonerated and discharged against all charges lis-pendences and encumbrances whatsoever made done executed or knowingly suffered by the vendor/ developer.

d) That the vendor/developer and all persons having or lawfully or equitable claiming any estate right, title, or interest whatsoever in the said flat including the said share in the said premises from through under or in trust for the vendor/developer shall and will from time to time and at all times hereafter at the request and costs or the purchaser/ s do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds, things and assurances whatsoever for further better and more perfectly assuring the said flat including the said share in the said premises hereby granted transferred, assigned and assured and every part thereof unto and to the use of the purchaser/ s as shall or may be reasonably required.

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e) That the vendor/developer shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser/ s produce or cause to be produced before the purchaser/ s or his attorney or attorneys or agent or agents or before any Court, Tribunal, Board Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land and building thereon so long as the same shall remain with the vendor/ developer and shall also at the like request and cost/costs deliver to the purchaser/ s such attested or other copies of or extracts therefrom as purchaser/ s may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writing safe uncanceled and unspoilt.

2. The Purchaser/s do hereby covenanted with the vendor/developer as follows:-

- i) The purchaser's shall/will co-operate with the vendor/ developer and the other owner and occupiers of the said premises in the management and maintenance of the building and other acts relating to and concerning with the common purpose and formation of the Association.
- ii) The purchaser's shall/will observe and perform the rules, regulations and restriction from time to time in force for the use and management of the said building and in particular the common areas and facilities.
- iii) The purchaser/s shall/will keep and maintaining proper and wind and water tight conditions, all electricity lines and other constructions within the areas of the said flat so that the same cannot cause any inconvenience or injury or harm to the lines thereof and/or the building and/or to other owners and/or occupiers.
- iv) If any addition or alteration are required to be carried out in the said flat at the instance of the Government, Purulia Municipality or any other authority, the purchaser's shall/will carry out the same as per requisitions in that behalf and shall serve and perform the same and keep the vendor/developer indemnified.
- v) The purchaser's shall/will not do anything which may be prejudicial to the soundness and safety of the said premises including the building thereon or any part thereof or may in any way impair any easement or make any material change in the said flat or any part thereof.
- vi) The purchaser's will/shall not post and/or exhibit any advertisement hoarding of any kind of poster or any kind on the exterior of the flat and/or in any portion of the general common areas and facilities provided however the purchaser's will/shall be only entitled to put up a decent nomenclature/post box at the entrance of the said flat/unit building which have been provided for the allocation of present purchaser allocated by the society/ holding owners in such places which have been decided by the organisation and if the purchaser/unit holder intends to land any hoarding in such premises, he/she/they/it/ has to take prior permission from the organisation/ society on which place and of which size and description as may be specified and in the event, the present purchaser/ s will only be entitled to obtain permission as per the dis-creation of the holding owners/association.

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vii) The lift, stairways and general common areas and facilities any furniture luggage articles packages or object of any kind such areas shall be used for no other purpose other than for normal transit through it.

viii) The purchaser/s will/shall not store or attach or permit to be stored or attached or placed heavy machinery and/or heavy articles of any kind in the said flat/unit or any portion thereof or upon the wall or ceiling or roof or hang the same from the beams or refers save and except the electric lines, fans and window air conditioners, geysers and other domestic appliances and shall always ensure that no vibration are caused to the other owners/occupiers of the said building by the installation or user thereof.

ix) The purchaser/s will/shall not close or permit to closing of passage and other portions of common use as aforesaid at the said building and the purchaser-is not block such passage common parts and/or other place of common use of the said building.

x) The purchaser/s will/shall not keep or store in the said flat or in common portion any inflammable or combustible articles such as explosives chemicals or any other offensive obnoxious hazardous or dangerous articles such as dines and chemicals giving an offensive smell nor shall be or constitute any nuisance or annoyance to the neighbours.

xi) The purchaser/ s will/shall not decorate the exterior of the said flat/unit otherwise in the manner agreed in writing with the developer/ vendors upon formation the Association.

xii) The purchaser/s shall use the said flat only for the purposes of residential use only and in no way for any other purpose whatsoever without the consent in writing of the owner and the developer and also the holding organisation. It should be clarified that such restriction on the purchaser/ s shall not in any way restrict the right of the developer/owner/holding organisation to permit any other flat or portion of the said building to use for non-residential purposes and this will not be agitated by the purchaser/ s as a ground for making any claim of permission for change of user for similar user.

xiii) Till such time the said flat/unit is being separately assessed by the Purulia Municipality and separate rate bills being issued, the purchaser/ s will/shall regularly and punctually pay proportionate share of the municipal rates and taxes as assessed by the Purulia Municipality on the whole building and/or the premises to the vendor/ developer or the association(upon its formation) within such time as may be prescribed by the vendor/developer or the Association. The proportion of the purchaser/ s in the rates and taxes and also otherwise hereunder be determined by the vendor/ Developer/Association on the basis of the area of each flats in the said building and the purchasers/shall accept the same. Upon the said flat being separately assessed by the Purulia Municipality and separate rate bills being issued the liability of the purchaser/s for payment of his share towards the municipal or the Association shall determine. The Purchaser-is will/ shall however, regularly and punctually pay all such rate will and keep the developer vendor and the Association as the case may be indemnified therefrom.

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xiv) The purchaser/s will/shall bear and pay the proper proportionate cost of formation and the expenses of the association and Holding organisation and so long the Association is not formed as aforesaid the developer shall maintain/manage the said building or buildings and the purchaser/ s will/ shall make payment of the sums payable and/or reserved under this present to the developer.

xv) Upon formation of the Association and Holding organisation and its taking over maintenance and management of the building or buildings within consent of the vendor/developer, the vendor/ developer shall transfer to the Association and Holding organisation all the rights and obligation of the vendor/developer with regard to the common purpose(save those expressly or intended to be reserved by the vendor) which upon only the Association and Holding organisation shall be entitled thereto and obliged therefor. Upon such transfer the co-owners and the association and Holding organisation shall however remain liable to indemnify the vendor/ developer from all liabilities due to non-fulfilment of their respective obligations hereunder by the co-owners and/or the Association and/ or Holding organisation.

xvi) The purchaser/s will/shall be bound from time to time and at all times to sign all papers and documents and to do all acts deeds and things as the vendor/developer or the Association or the Holding organisation may require him/her/them to do for safeguarding the interest of the vendor/developer and of the purchaser/s of other flats in the said building or buildings.

xvii) The purchaser/s will/shall pay the service tax and other tax at such rate as be fixed by the authorities upon the construction cost paid by the purchaser's and also pay all ancillary taxes and levies.

xviii) The purchaser/ s will' shall regularly pay and discharge proportionate share of all rates taxes and other outgoing and impositions in respect of the said flat and the common expenses described in the Schedule-III thereunder written.

xix) It would be obligatory on the purchaser's to make payment of the liabilities herein mentioned to the developer or the Association or Holding organisation in whom the control and management of the building or buildings shall remain vested, in such manner as may be directed by the developer or the Association or the Holding organisation. In case the purchaser/s fail/ s or neglect to pay the amount payable and/or reserved under this present, the same shall be paid by the purchaser's with penalty which have been fixed/ decided by the developer/ association/holding organisation time to time and it will be within the competence of the developer or the Association or the Holding organisation to discontinue supply of water and electricity to the purchaser/ s in his/ her/its/ their said flat, pending payment or such liabilities.

xx) The purchaser/ s will/shall not claim any separation or pardons proportionate share in land or in the common areas and facilities and It shall be lawful for the vendor/developer or Association or Holding or Holding organisation or their Agents from time to time and at all times with or without workmen or others to enter the said flat/unit or any part thereof to view the state or repairs and condition of the same and/of all defects and want of repair therein and within 7 days of the vendor/developer or Association or Holding organisation leaving notice in writing about any repair or defect to be purchaser/ s the purchaser/s will/shall forthwith repair and make good the same according to the notice.

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Mitesh Burman

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xxii) Any delay or indulgency by the vendor/developer/ Association in enforcing the terms of these presents or any forbearance urging the time to the purchaser's will/shall not be construed as a waiver on the part of

vendor/developer or any, breach or non-compliance of any of the terms and conditions of these presents by the purchaser/ s shall/will not be in any other manner prejudice the rights of the vendor/developer.

xxiii) The purchaser will be in no way make any claim or raise any objection if the owner/developer will raise any multi-storeyed building and or buildings or any kind of construction on the remaining portion of the said property mentioned in the schedule -I herein below and the purchaser have no right or interest on the remaining portion of the property mentioned in the schedule -I herein below.

4) It is hereby covenant by and between the vendor/developer and the purchaser/s as follows:-

a) Save and except the said flat and the common areas and facilities described in the Schedule-III hereto and to receive and enjoy the rents issues and profits thereof, the purchaser/s will/ shall not have any right, title, interest, claim, demand whatsoever or howsoever in respect of the roof or terrace of the said building or other covered or uncovered parts or portions of the said premises.

b) The roof/ terrace of the said building and the open and covered spaces in the ground floor shall remain exclusive property of vendors/developer. The vendor/developer shall always have the exclusive right to make construction of any nature whatsoever on the roof/ terrace or any part of the unbuilt and open land of the said building and the purchaser/s covenants not to raise any dispute or claim any right therein. But at the same time if any construction is made by the vendor or the developer that will not cause any obstruction to the purchaser/s peaceful enjoyment of the property.

c) In case of further construction being made the undivided proportionate indivisible impartible variable share in land shall stand varied and reduced and the purchaser/s do hereby accepts such variation which may take place in such event. The purchaser/ s also agrees not to raise any disputes or claim in the consideration price and in case of the proportionate undivided share in the said land is reduced by reason of construction of further structures/additional stories made by the vendor/ developer and the purchaser/s is/are entering into this sale with full knowledge and understanding that such proportionate right in the said land are liable to vary and become less and reduce proportionately to the effect of further additional construction made by the vendor/developer.

d) It is to be mentioned here that the cost For the requirement of registration, Stamp Duty and Registration Fee has been paid by the purchaser/ s as per assessment value of the property/flat/unit as assessed by the office of the Additional District Sub- Registrar, Purulia which is amounting to **Rs. 00,00,000.00** (Twenty Five Lakh Fifty Seven Thousand Five Hundred) only for the flat/unit being no. "00" on the floor mentioned in the schedule II herein below.

5. It is to be noted that the sketch map of the flat/unit demarcated with red boarder is attached herewith will be treated as the part and parcel of this deed.

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Nitesh Bhattacharya

PARTNER'S

SCHEDULE-I ABOVE REFERRED TO

(Description of the entire land of the Premises)

All That piece and parcel of homestead land measuring more or less **04 Cottah 15 Chatak 22 sq.ft** in R.S. Plot No.1028 under R.S. Khatian No. 620 corresponding to L.R. Khatian No.4237,4242,4239,4238,4240,4241,4243 of Mouza-Nadiha, J.L. No.291/3, within P.S. Purulia(Town), District: Purulia, lying and situate within the local limits of Purulia Municipality Ward No.23 old holding no.05 new holding no.23, , jailkhana Road, Purulia, with structures standing thereon, at present butted and bounded in the following manner that is to say:

On the North :house of babulal dutta,

On the South :upar nadiha chaibasa/jailkhana road,

On the East : house of gagan sen.

On the West : hussenimahalla and 10 feet road.

SCHEDULE-II ABOVE REFERRED TO (Description of the Flat/unit in the multi-storied building namely "Shivay Enclave" to be conveyed)

ALL THAT the Flat being No. "00", on the Fifth Floor of the building namely "Shivay Enclave", admeasuring 0000square feet built up area(Super built up area 0000 Sq. ft.) consisting Three/Two bedrooms, one living cum dining room, one kitchen, Two toilet/s, One Puja Room and One Balcony on the floor of the building with one two wheeler parking Space on the ground floor on the West Lake Road, within P.S. Purulia, District Purulia, particularly described in Schedule-I above together with undivided proportionate share of land and user right of all common areas and benefits of the said premises and to be constructed by standard building materials and as per Specification mentioned below. The sketch map of the flat/unit demarcated and delineated with red border is attached hereto, will be treated as the part and parcel of this deed.

SCHEDULE-III ABOVE REFERRED TO
(Common Parts/Portions)

1. Entrance and exists of the building.
2. Boundary walls and main gate,
3. Drainage and sewerage lines and other installations for the same (except only those installed within the exclusive area of any flat and/or exclusively for its use),
4. Staircase lobbies on all floors,
5. Lift, lift well, lift machine room and its accessories, installations.
6. Electric wiring and other fittings (excluding only those installed with the exclusive area of any flat and/or exclusively and flat and/or exclusively for its use).
7. Meter space, water pump space, water reservoir, together with all common plumbing installations for carriage of water (save only those exclusively within for the exclusive use of any flat),
8. Such other common parts, areas, equipment, installation, fittings, fixtures and spaces in or about the land and the building as may be necessary for passage to and/or user the common by the co-owners,
9. Roof of the buildings save and except those potion of the roof specified for exclusive use by the Developer.

SHIVAY CONSTRUCTION

Nitesh Burman

PARTNER'S

SCHEDULE-IV ABOVE REFERRED TO (Common Expenses)

1. All costs of maintenance, operating, Re-decorating, and lighting the common portions inducing the outer wall of the boundary walls.
2. The salaries and other expenses for all persons employed for the common purpose.
3. Expenses and deposits for supplies of common utilities to the co-owners.
4. Litigation expenses if any, incurred for the common purposes.
5. Municipal and other taxes and levies and all other outgoings have those separately assessed or incurred in respect of any unit.
6. Office expenses incurred for maintaining the office of the common purpose.
7. All other expenses and outgoings as are deemed by the Developer and/or the Society to be necessary or incidental for the common purpose including for creating a fund for replacement, renovation, painting and /or periodic painting of the common portions.

MEMO OF CONSIDERATION

Total Consideration have been paid by the purchaser by following manner

Date	Mode/ Cheque No.	Bank/Branch	Amount
.....			
.....			
.....			
.....			
Total			00,00,000.00

Received **Rs. 00,00,000.00** (Twenty Five Lakh Fifty Seven Thousand Five Hundred) only Plus GST for the flat along-with one two wheeler parking space and Generator.

Signature of the receiptants

SHIVAY CONSTRUCTION
Nitesh Burman
PARTNER'S

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

Photo with finger's impression of the parties are pasted on the specimen page.
SIGNED AND DELIVERED IN PRESENCE OF :-

Constituted Attorney of (owner)

SIGNATURE OF PURCHASER/S

1

2

3

For SHIVAY CONSTRUCTION(DEVELOPER)

WITNESSES

Drafted and Prepared by Me

.....(Advocate)
District Judge's Court, Purulia
Enrolment no.F-000/000/0000

Typed by:

SHIVAY CONSTRUCTION
Nitesh Bhunia

SCHEDULE 'A'

Description of the Apartment and Covered Garage

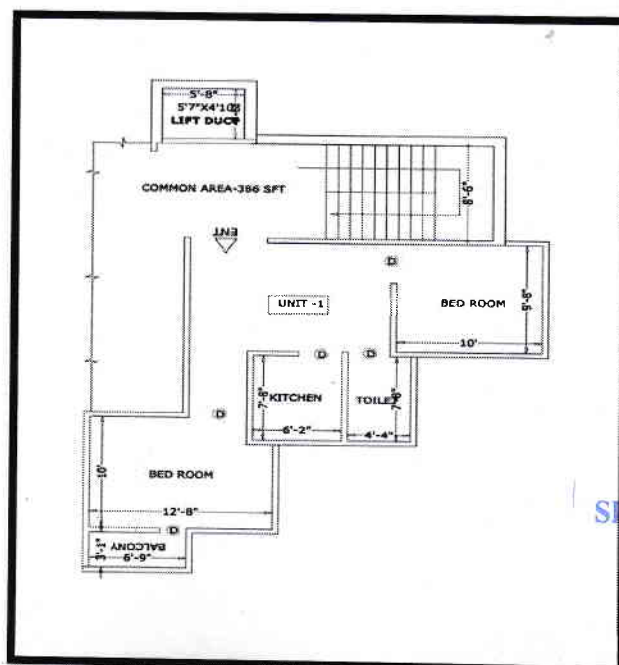
Flat No	2 ND FLR. UNIT D5
Block	01
Flat Type	2 BHK
Carpet Area	38.92 Sqm
Balcony	1.76 Sqm
Built-up	44.96 Sqm
Saleable Area	56.30 Sqm
Parking	N/A

BUTTED AND BOUNDED BY:

ON THE NORTH	: COMMON PASSAGE
ON THE SOUTH	: ROAD
ON THE EAST	: OTHER'S BUILDING
ON THE WEST	: UNIT-C4

SCHEDULE 'B'

Floor Plan of the Apartment



SHIVAY CONSTRUCTION

Nitesh Burman

PARTNER'S

SCHEDULE 'C'

PAYMENT PLAN BY THE ALLOTTEE

- i) Booking Amount-Rs50,000/-
- ii) Agreement amount-At the time of execution of Agreement for sale (20% of Total amount less Rs 50,000/-)
- iii) 1st installment- After completion of the Ground Floor slab-10% of Total amount
- iv) 2nd installment- After completion of the 1st Floor slab-10% of Total amount
- v) 3rd installment-After completion of the 2nd Floor slab-10% of Total amount
- vi) 4th installment-After completion of 3rd Floor slab -10% of Total amount
- vii) 5th installment-After completion of 4th Floor slab -10% of Total amount
- viii) 6th installment-After completion of 5th Floor slab -10% of Total amount
- ix) 7th Installment - After completion of brick work of Own Flat-5% of Total amount.
- x) 8th Installment- After completion of plastering of Own Flat-5% of Total amount.
- xi) 9th Installment- After completion of flooring of Own Flat-5% of Total amount
- xii) 10th Installment- on possession or execution of sale deed -5% of Total amount.

G.S.T. extra on every payment as per Govt rule.

SHIVAY CONSTRUCTION

Nitesh Kumar

PARTNER'S