

DEED OF SALE

Consideration amount: Rs. XXXXXXXX /-

State- West Bengal, District- Purba Medinipur, Sub-Division- Haldia, Additional District Sub- Registrar Office –Sutahata, P.S. Bhabanipur, Mouza- Bhabanipur, JL No. 150, LR Khatian No. 2374, LR Plot No. 1724, Plot area—152.000 decimal, Occupied area- 61.356, Project 'Swarnabhoomi-Phase-II' area- 53.000 decimal, Nature- Rayati Bastu, G+VIII storied building named 'Swarnabhoomi-Phase-II', XXXXXX Floor, Flat No. XXX, Super built up area- XXX sq. ft., Built up area- XXXX sq. ft., Carpet area- XXXX sq. ft. along with 135 sq. ft. Car Parking No. XX at the ground floor with user of common area and facilities together with undivided, impartible & proportionate share of Schedule-A1 land under Ward No. 19 of Haldia Municipality.

For MOHANA COMMERCIAL PVT. LTD.


Director



Know all men by this presents this Deed of Sale made on this day of
in the year two thousand twenty-four.

BY

Mohana Commercial Private Limited (PAN- AAECM2171P), a private limited Company having previous Corporate Identity No. U51909WB2004PTC100677 under Companies Act'1956 and present Corporate Identity No. U14100WB2004PTC100677 under Companies Act'2013, registered office at Stall No: B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 & Correspondence Office at the 1st Floor of 'The Landmark', Cluster-IX, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN- 721607, represented through its Directors **Sri Ramkrishna Das Adhikary** (PAN- ACUPD8251E& EPIC No. CCJ2977015), S/O Late Hrishikesh Das Adhikary and **Sri Dibyendu Jana** (PAN- AGDPJ5316M& EPIC No. SY1066877), S/O Sri Panchanan Jana both adult Indian, by Occupation-Business, resident of Sankhini Apartment, Rear Block, P.O: Haldia Township, P.S: Haldia, Dist: Purba Medinipur, PIN-721607, hereinafter referred as the **OWNER/DEVELOPER/VENDOR** (which expression unless excluded by or repugnant to the context/subject shall mean and include its successors-in-interest, administrators and/or assigns).

For MOHANA COMMERCIAL PVT. LTD.


Director

MOHANA COMMERCIAL PVT. LTD.



OWNER/DEVELOPER/VENDOR

Mohana Commercial Private Limited

DIRECTOR

1. Sri Ramkrishna Das Adhikary, S/O Late Hrishikesh Das Adhikary

FINGER IMPRESSION

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For MOHANA COMMERCIAL PVT. LTD.

R Adhikary
Director



OWNER/DEVELOPER/VENDOR

Mohana Commercial Private Limited.

DIRECTOR

2. Sri Dibyendu Jana, S/o Sri Panchanan Jana

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For MOHANA COMMERCIAL PVT. LTD.

Sri Dibyendu Jana
Director



IN FAVOR OF

Mr. XXXXXXXXX(PAN-XXXXXXX& EPIC No. XXXXXXXXX), S/O Mr. XXXXXXXXX, permanent address : Vill : XXXXXXXXXXXXXXXXXXXX, P.O. XXXXXXXXX, P.S. XXXXXXXXX, Dist. XXXXXXXXXXXXXXXXXXXX, PIN-XXXXXXX, adult Indian, by Occupation- XXXXXXXX, hereinafter referred as the **PURCHASER/S** (which expression unless excluded by or repugnant to the context/ subject shall mean and include his/her legal heirs, executors, administrator, and assigns) OF THE OTHER PART.

PURCHASER

Mr. XXXXXXXXX, S/O Mr. XXXXXXXXX

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For MOHANA COMMERCIAL PVT. LTD.

Adlikay
Director



Whereas Mohana Commercial Private Limited having registered office at Stall No: B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 & Correspondence Office at the 1st Floor of 'The Landmark', Cluster-IX, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN- 721607, the Owner/Developer/Vendor herein, is absolutely seized and possessed or otherwise well and sufficiently entitled to the self-contained Flat No.XXXhaving Super built up area XXXX sq. ft. corresponding to Built up area- XXXX sq. ft. & Carpet area- XXXX sq. ft. on the XXX floor along with 135 sq. ft, Car Parking No. XX at the ground floor of the G+VIII storied residential building named "SWARNABHOOMI-Phase-II", more fully and particularly described in the Schedule-B hereinafter appearing, upon a piece or parcel of Rayati Bastu land measuring totally 53.000 decimal in plot no.1724 pertaining to LR Khatian No. 2374 of Mouza- Bhabanipur, JLNo.150, Revenue Survey No. 1556 under present P.S. Bhabanipur in the present District Purba Medinipur, West Bengal, more fully and particularly described in Schedule-A1 hereinafter appearing along with undivided, impartible and proportionate share of said land with user of common area and facilities, more fully and particularly described in Schedule-C hereinafter appearing.

Whereas Sudhamoy Pramanik, son of Kailash Chandra Pramanik of Vill : Barghasipur, P.S. Sutahata (presently Bhabanipur), Dist. Purba Medinipur was the original owner & occupier of 9.000 decimal Rayati Bastu land at LR Plot No. 1724 of Mouza- Bhabanipur, JL No. 150 under present P.S. Bhabanipur in the Dist. Purba Medinipur who obtained the same from his predecessor through inheritance.

Whereas while possessing and enjoying the above said land Sudhamoy Pramanik sold and transferred the same to Binode Bihari Maity alias Binod Maity son of Srinibash Chandra Maity of Vill : Bhabanipur, P.S. Sutahata

For MOHANA COMMERCIAL PVT. LTD.


Director



(presently Bhabanipur) through a registered Deed of Sale No. I-3088/1968 of Sub-Registrar Sutahta registered on 18.03.1968. Upon purchasing the said land he mutated his name with the Record of Rights having LR Khatian No. 490. Upon his demise the above property devolved upon his widow Snehalata Maity, three sons Saktipada Maity, Rampada Maity & Billwapada Maity, one un-married daughter Renuka Maity all of Vill & P.S. Bhabanipur, P.O. Debhog, Dist. Purba Medinipur and one married daughter Radharani Sautya, wife of Jawaharlal Sautya of Vill & P.O. Dakshinchak, P.S. Bhabanipur, Dist. Purba Medinipur as per Hindu Succession Act. Subsequently unmarried daughter Renuka Maity expired.

Whereas while possessing and enjoying the above said property the rest legal heirs being Snehalata Maity, Saktipada Maity, Rampada Maity, Billwapada Maity & Radharani Sautya sold and transferred the same to Mohana Commercial Private Limited, a private limited Company having previous Corporate Identity No. U51909WB2004PTC100677 under Companies Act'1956 and present Corporate Identity No. U14100WB2004PTC100677 under Companies Act'2013, registered office at Stall No: B-37, Mohana Super Market, P.O.- Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 through execution of a Deed of Sale on 08.03.2013 and registration of the same before the ADSR-Sutahta having Deed No. 01869/2013 and entered in Book No. I, CD Volume No. 6, pages 695 to 709 for the consideration mentioned therein and lost their right, title, interest & possession upon the said property for ever. Upon purchasing the said land Mohana Commercial Private Limited mutated his name with Record of Rights having present LR Khatian No. 2374.

Whereas Binod Bihari Maity son of Srinibash Chandra Maity of Vill : Bhabanipur, P.S. Sutahta (presently Bhabanipur), Dist. Purba Medinipur was the original owner and occupier of 14.000 decimal land at LR Plot No. 1724 of Mouza-Bhabanipur, JL No. 150 under present P.S. Bhabanipur in the Dist. Purba Medinipur who obtained the same along with other property from one Sudhamoy Pramanik through a registered Sale Deed No. 3088/1968 of Sub-Registrar Sutahta registered on 18.03.1968.

For MOHANA COMMERCIAL PVT. LTD.


Director



Whereas while possessing and enjoying the same he exchanged the said land with another land belong to Gopal Chandra Maity son of Srinibash Chandra Maity of Vill : Bhabanipur, P.S. Sutahata (presently Bhabanipur), Dist. Purba Medinipur through a registered Deed of Exchange No. 216/1990 of Sub-Registrar Sutahata executed on 26.12.1989 and registered on 08.01.1990. Upon receiving the said land Gopal Chandra Maity mutated his name in the Record of Right having LR Khatian No. 192. Upon his demise the above property devolved upon his widow Saklibala Maity, two sons Sibsankar Maity & Bhairab Maity all of Vill & P.S. Bhabanipur, P.O. Debhog, Dist. Purba Medinipur and two married daughter Anupama Kuila, wife of Iswar Chandra Kuila of Vill & P.O. Barabari, P.S. Bhabanipur, Dist. Purba Medinipur & Uma Bala Shee wife of Sadhan Chandra Shee of Vill ; Dighasipur, P.O. Chakdwipa, P.S. Bhabanipur, Dist. Purba Medinipur as per Hindu Succession Act.

Whereas while possessing and enjoying the above said property the above said legal heirs sold and transferred the same to Mohana Commercial Private Limited, a private limited Company having previous Corporate Identity No. U51909WB2004PTC100677 under Companies Act'1956 and present Corporate Identity No. U14100WB2004PTC100677 under Companies Act'2013, registered office at Stall No: B-37, Mohana Super Market, P.O.- Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 through execution of a Deed of Sale on 08.03.2013 and registration of the same before the ADSR-Sutahata having Deed No. 01870/2013 and entered in Book No. I, CD Volume No. 6, pages 710 to 724 for the consideration mentioned therein and lost their right, title, interest & possession upon the said property for ever. Upon purchasing the land Mohana Commercial Private Limited muted his name with Record of Rights having present LR Khatian No. 2374.

Whereas in the above way Mohana Commercial Private Limited become the owner of totally 23.000 decimal land of LR Plot No. 1724 pertaining to LR Khatian No. 2374 of Mouza- Bhabanipur, JL No. 150 under present P.S. Bhabanipur in the Dist. Purba Medinipur.

For MOHANA COMMERCIAL PVT. LTD.


Director



Whereas out of above said 23.000 decimal land Mohana Commercial Private Limited has already utilized 6.800 decimal land of Deed No. I-01870/2013 & 4.500 decimal land of Deed No. I-01869/2013, totally 11.300 decimal and of LR Plot No. 1724 in connection with construction of Swarnabhoomi project. Balance 11.700 decimal land is in their account as un-utilized.

Whereas 50.666 decimal land of Plot No.1724 pertaining to RS Khatian No. 333 & 344 of mouza- Bhabanipur, JL No. 150 under present Police Station Bhabanipur, ADSR Office- Sutahata in the present District – Purba Medinipur was originally belonged to one Jibankrishna Pramanik who gifted and transferred the same in favour of Banshidhar Pramanik and Banbihari Pramanik both S/O Sudhamay Pramanik of Vill. Barghasipur, erstwhile P.S. Sutahata, present P.S. Bhabanipur in the present District- Purba Medinipur through a registered Gift of Deed executed on 26/10/1961 having Deed No. I-6420 of 1961.

Whereas while possessing and enjoying the above said property they exchanged the same with some property of Prasanta Kumar Maity, S/O Haripada Maity, resident of Vill: Bhabanipur, erstwhile P.S. Sutahata, present P.S. Bhabanipur, in the present District- Purba Medinipur through execution of a Deed of Exchange on 04/07/1970 and registration of the same before the Sub-Registrar Sutahata having Deed No. I-5164 of 1970.

Whereas upon obtaining the above said property through exchange Prasanta Kumar Maity mutated his name with the records of rights having LR Khatian No. 405. At the time of such Mutation instead of 50.666 decimal land 49.656 decimal land was recorded in his name and accordingly Prasanta Kumar Maity was in possession of 49.656 decimal land of plot no. 1724.

Whereas upon death of above said Prasanta Kumar Maity the above said property was inherited by his widow Smt. Jayanti Rani Maity and two son Prosunjit Maity and Pijush Maity in equal share as per Hindu Succession Act. They mutated their name with the Records of Rights having LR Khatian Nos.2965, 2966 & 2967 respectively. They were in possession of their share of above said land being 16.552 decimal through amicable settlement/arrangement. They converted the land from Jal to Bastu.

For MOHANA COMMERCIAL PVT. LTD.


Director



Whereas while possessing and enjoying the above said property they sold and transferred their entire share being 16.552 decimal land each in favour of Mohana Commercial Private Limited having registered office at Stall No. B-37 Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur through execution of 3nos.separate Deed of Sale on 24/05/2019 and registration of the same before the ADSR- Sutahata and having Deed Nos. 110603690,110603689 and 110603691 all of 2019 and entered in Book No. I, Volume- 1106 of 2019 and pages from 77689 to 77707, 77708 to 77727 and 77728 to 77747 respectively and lost their right, title, interest and possession upon the said land forever for the consideration mentioned therein.

Whereas upon purchasing the above said land Mohana Commercial Private Limited mutated their name with the Records of Rights having LR Khatian no. 2374 and are in possession of the same.

Whereas Mohana Commercial Private in this way got 61.356 decimal un-utilized land of plot no. 1724 in their account, described in Schedule-A. Out of the above said 61.356 decimal land they desire to develop 53.000 decimal land (11.700 decimal +41.300 decimal) with a G+VIII storied residential building there upon. 8.356 decimal against Deed Nos. 110603690,110603689 and 110603691 all of 2019 of ADSR- Sutahata will remain as un-utilized land in their account.

Whereas Mohana Commercial Private Limited obtained sanctioned building plan and Building Permit from Haldia Municipality having Building Permit No.00010206 dated 05.04.2022 for construction of G+VIII storied building upon 53.000 decimal land of plot no. 1724 of mouza - Bhabanipur under present P.S. Bhabanipur in the Dist. Purba Medinipur, more specifically and particularly described in Schedule-A1. Mohana Commercial Private Limited got further vacant land in plot no. 1724 and other plots. The vacant un-utilized land, project Swarnabhoomi-Phase-II and Swarnabhoomi are collectively surrounded with a common brick wall. Vacant un-utilized land will be utilized by them for their future project/s.

For MOHANA COMMERCIAL PVT. LTD.


Director



The sanctioned plan of project Swarnabhoomi- Phase-II consists of 8 types self-contained flats being A, B, C, D, E, F, G & H (2BHK & 3BHK) from 1st floor to 8th floor and car parking on the ground floor. They developed the land with the intent to sell out flats & car parking along with impartible & proportionate share of Schedule-A land with user of common area and facilities to the interested parties.

Whereas the Mohana Commercial Private Limited has already constructed the residential complex named 'SWARNABHOOMI- Phase-II', upon the above said 53.000 decimal land of plot no. 1724 consisting of car parking on the ground floor and 8 types 2BHK & 3BHK flats (A to H) on the 1st floor to 8th floor and Haldia Municipality has already issued Occupancy Certificate vide Memo No. XXXXXX dated XXXXX.

Whereas Mr. XXXXXX, the Purchaser/s herein, came forward and expresses his/her willingness to purchase and acquire the self-contained Flat No. XX having XXX sq. ft. super built up area corresponding to XXXX sq. ft. built up area & XXX sq. ft. carpet area on the XXXX floor along with 135 sq. ft. Car Parking No. XX on the ground floor of the G+VIII storied building 'SWARNABHOOMI- Phase-II', more specifically and particularly described in the Schedule-B hereinafter appearing, together with undivided, impartible and proportionate share of land, more specifically and particularly described in the Schedule-A1 hereinafter appearing, with user of common areas and facilities, more specifically and particularly described in the Schedule-C, hereinafter appearing and offered maximum market price of Rs. XXXXX/- (Rupees XXXXXXXX) only.

Whereas the Owner/Developer/Vendor accepted the offer of the Purchaser/s. The Owner/Developer/Vendor agreed to sell and the Purchaser/s agreed to purchase the schedule property subject to terms and conditions and covenants hereinafter appearing.

For MOHANA COMMERCIAL PVT. LTD.


Director



NOW THIS DEED OF SALE WITNESSTH

a) Mohana Commercial Private Limited, the Owner/Developer/Vendor herein, does hereby sells, conveys, assigns and transfers in favor of Mr. XXXXXXXXXXXX, the Purchaser/s herein, ALL THAT self-contained Flat No. XX having Super built up area- XXXX sq. ft. corresponding to Built up area- XXX sq. ft. & Carpet area- XXX sq. ft. on the XXX floor along with 135 sq. ft. Car Parking No. XXX on the ground floor of the G+VIII storied residential building named "SWARNABHOOMI- Phase-II", more fully and particularly described in the Schedule-B hereinafter appearing, upon a piece or parcel of Rayati Bastu land measuring totally 53.000 decimal in LR Plot No. 1724 pertaining to LR Khatian Nos. 2374 of Mouza- Bhabanipur, JLNo.150 under present P.S. Bhabanipur in the District of Purba Medinipur, West Bengal, more fully and particularly described in Schedule-A1 hereinafter appearing along with undivided, impartible and proportionate share and interest of land with user of all common area & facilities described in the Schedule-C appearing, hereinafter referred to as the "Property" for the sake of brevity and all of the Owner/Developer/Vendor's right, title & interest in over and to the Property for a total consideration of Rs. XXXXXXX/- (Rupees XXXXXXXXXXXXXXXXXXXX) only together with the covenants and conditions contained hereunder on the part of the Purchaser/s to be paid, observed and performed and declares, confirms and affirms that the Owner/Developer/Vendor in succession has been left with no Right, Title & Interest in, over or to the Property in any manner and whatsoever nature for all intents and purposes, and hereafter, the Purchaser/s in succession shall with all Rights, Title & Interest in, over or to the Property, have and hold the Property absolutely free from all encumbrances forever, subject to the terms and conditions and covenants agreed upon by and between the parties.

For MOHANA COMMERCIAL PVT. LTD.


Director



- b) The Owner/Developer/Vendor has already received and accepted consideration amount for the sale, convey, assign and transfer of the Property in the manner appearing below. The Owner/Developer/Vendor hereby accepts and acknowledges the receipt and adequacy of the sale consideration from the Purchaser/s and hereby confirms that no amount is due and pending to the Owner/Developer/Vendor from the Purchaser/s against the said Property, and the Owner/Developer/Vendor do hereby acquit, release and discharge the Purchaser/s absolutely and in perpetuity from the same.
- c) The Owner/Developer/Vendor has already delivered and handed over peaceful, actual, vacant and unencumbered. possession of the Property to the Purchaser/s and Purchaser/s hereby confirms having received the peaceful, actual and vacant possession of the Property. The Purchaser/s is now in actual and physical possession of the Property as owner of the Property and the Owner/Developer/Vendor is been left with no Right, Title & Interest of any kind whatsoever in, over or to the Property in any manner whatsoever.
- d) Terms & conditions_:
- 1) The Purchaser/s has inspected and examined the title of the Owner/Developer/Vendor in respect of the said land described in Schedule-A and agrees and covenants not to raise any objection thereof or make any requisitions in connection therewith.
 - 2) The Purchaser/s have already inspected building plan and all other relevant document/s and has also made all necessary and relevant enquiries and has accepted the

For MOHANA COMMERCIAL PVT. LTD.


Director



measurements, dimension & designs & drawings and boundaries of the building including the common portions and agrees and covenants not to raise any objection thereof in future.

- 3) The Purchaser/s has already inspected the construction and satisfied with the materials and specifications and agrees and covenants not to raise any objection thereto or make any requisitions in connection therewith in future.
- 4) The Possession Certificate issued by the Owner/Developer/Vendor so far it relates to the measurement of the said flat is conclusive and binding on the Purchaser.
- 5) That the building on the Schedule-A land shall be known by the name "Swarnabhoomi-Phase-II" and the said name shall not be changed under any circumstances.
- 6) That the project 'Swarnabhoomi-Phase-II' along with Swarnabhoomi and some vacant lands of the Owner/Developer/Vendor are already surrounded with a common boundary wall made of brick. Further projects of the Owner/Developer/Vendor will be constructed utilizing the vacant land in near future.
- 7) That the project internal road, surface drain, fire-fighting system and street light inside the common boundary wall shall be common to all the owners/occupiers who will reside within the boundary wall in different projects/buildings.
- 8) That entry and exit shall be one or above and common to all the owners/occupiers within that boundary wall.
- 9) That the Purchaser/s shall not raise any objection when the Owner/Developer/Vendor/s will construct further building/s keeping space 6.5 mtr. on the east and west side, 7.0 mtr. on the south and 10.8 to 11.7 mtr. space on the north side of the building 'Swarnabhoomi-Phase-II' vacant as per Municipal norms.

For MOHANA COMMERCIAL PVT. LTD.

B. Adhikary
Director



- 10) That the Purchaser/s shall not obstruct, directly or indirectly, while the Owner/Developer/Vendor will construct further building/s adjacent to the buildings 'Swarnabhoomi' and 'Swarnabhoomi Phase-II'.
- 11) That at the time of further construction of new projects/buildings inside common road shall be used by the Owner/Developer/Vendor and none shall have any right to raise objection against the same. However, the Owner/Developer/Vendor will repair the road during that period, if it got damaged.
- 12) That the Purchaser/s will form a registered or unregistered Association with others Purchaser/s for repair & maintaining common facilities/areas, as described in the Schedule-C, but not exhaustive, of the building 'Swarnabhoomi Phase-II' and paying statutory taxes or other dues such as land rent, electric cable & water pipe line installation/ maintenance charge etc.
- 13) That each project shall have separate Association but a Holding Association, registered or unregistered, for all the projects shall be there who shall maintain and repair the common boundary wall, internal road, surface drain, fire-fighting system, street light, entrance & exit gate, Security room at the gate and safety and security of the entire projects inside the common boundary wall and other common utilization.
- 14) That registered or unregistered Association of Flat holders of each building shall look after other common areas and services.
- 15) That all expenses for operation and maintenance of common area and facility made by the Holding Association or individual building Association shall be shared by all the owners /occupiers of the flats proportionately to their super built up area.

For MOHANA COMMERCIAL PVT. LTD.


Director



- 16) That the Purchaser/s shall be liable to pay proportionate charges for maintaining and repair & maintenance of common areas & facilities. It is specifically mentioned that any damage to the roof to be repaired with the proportionate contribution by all flat owners of that building.
- 17) That the Purchaser shall co-operate with Association or the Holding Association in the management and maintenance of the complex.
- 18) That the electrical transformers installation charge shall be shared by all Purchaser/s proportionately.
- 19) That the Purchaser/s shall have to take connection in their individual flat at their own cost and risk.
- 20) That the purchaser/s shall pay the Flat Owners Association as well as Holding Association proportionate service charge and maintenance charges of the common portion and facilities on the basis of the super built up area and if at any time any of the charges or any part thereof shall remain unpaid for three months after the same shall become payable then the Purchaser shall be liable to pay 2% (two percent) interest per month or part upon such due amount. The Purchaser admit and accepts that in the event such bills remain outstanding for more than 3(three) month, all common services shall be discontinued to him and he/she shall be disallowed from using the common areas of the building/complex.
- 21) That the Purchaser/s shall bear, pay, discharge all-existing and future rates, taxes, assessment duties, impositions and outgoing whatsoever imposed or charged upon the said Property.
- 22) That the Purchaser/s shall use the flat according to the building rules as may from time to time be framed by the Government or the Municipal Authority having jurisdiction and according to the plans, specifications, elevations,

For MOHANA COMMERCIAL PVT. LTD.

R. Adhikary
Director



designs and sections as have been sanctioned by the Government or by the Municipal Authority.

- 23) That the Purchaser/s shall use the Flat purely for residential purposes and for no other purpose whatsoever.
- 24) That the Purchaser shall not sub-divide the flat or parking space, if allotted, or any portion thereof.
- 25) That the Purchaser/s shall not damage, demolish or cause to damage or demolish the flat or any part thereof or the fittings and fixtures affixed thereto.
- 26) That the Purchaser/s shall not close the balcony or alter its shape or construction.
- 27) That the Purchaser shall not install grills the design of which is not suggested and approved by the Architect as well as the Owner/Developer/Vendor.
- 28) That the Purchaser shall not do any act or thing which may render void or make voidable any insurance in respect of his/her own flat or any other flat or the said building as a whole.
- 29) That the Purchaser/s shall use the Car Parking for parking motor car and not for other purpose and shall not make any construction, temporary or permanent, thereupon and nor shall allow any person dwelling there.
- 30) That the said property is free from all charges, encumbrances, attachments and litigations and that the Owner/Developer/Vendor have full power and absolute authority to sell, convey, assign and transfer the same.
- 31) That the Owner/Developer/Vendor has not been party or privy to any acts, matters and things whereby the Owner/Developer/Vendor are prevented from conveying and / or transferring the said property.
- 32) That the Purchaser/s observing and performing the several covenants & stipulations on his/her part herein contained

For MOHANA COMMERCIAL PVT. LTD.


Director



shall peacefully hold and enjoy the said Property for ever without any eviction, interruption or disturbance by the Owner/Developer/Vendor or any person rightfully claiming under or trust for the Owner/Developer/Vendor.

- 33) The Purchaser/s will be within his right to sell, donate, exchange, mortgage, charge, attach, rent, lease, license and transfer the Property to any other person/s or party/parties. The new coming Purchaser/s or the Occupants/s shall have to comply, observe and perform the conditions and covenants contained in this deed.
- 34) That the said property is free and non-encumbered, if contrary to such disclose in future the Owner/Developer/Vendor shall be liable to refund the entire amount along with interest and shall be prosecuted for cheating.
- 35) That if the Purchaser/s is evicted from or any part of the property for the act of the Owner/Developer/Vendor, the Owner/Developer/Vendor in succession shall be liable to compensate the same.
- 36) The Purchaser/s have to do the mutation in their name with the Records of Rights at the Haldia Municipality paying holding tax directly on his/her own responsibility and as well as Block Land & Land Reform Office also. The Purchaser/s may obtain separate electric, telephone, cable, gas or other utility connection in the said flat without damaging or causing injury to the building. For this purposes their shall be no objection by the Owner/Developer/Vendor.
- 37) The Purchaser/s can mutate his name with the Records of Rights of Block Land & Land Reform Officer and Haldia Municipality as well as may obtain separate electric, telephone, cable, gas or other utility connection in the said flat without damaging or causing injury to the building.
- 38) That in the event the demised property or any part thereof being acquired by the Government or any local or other body or statutory authority under the law or statute for the time being in

For MOHANA COMMERCIAL PVT. LTD.

A. S. Sanyal
Director



force, the Purchaser/s shall be entitled to receive the compensation relating to the land and building proportionately to the super built up area possessed by him.

- 39) That the Purchaser/s shall not make any addition or alteration to his property which may affect any right of the other owner/occupier or cause damage to the building.
- 40) That in case of Joint Purchaser all notices from the side of Owner/Developer/Vendor shall be sent to the Purchaser whose name appears first in the Deed.
- 41) That the Purchaser shall have no right to transfer his/her car parking space to any person who is not a Flat-holder of Swarnabhoomi or Swarnabhoomi, Phase-II.
- 42) That the Purchaser shall have no right to install and operate any machinery save and except home appliances.
- 43) That the Purchaser shall not misuse the water supplied to his/her flat.
- 44) That the car parking shall be used for parking the vehicles only, not for other purpose.
- 45) That the Purchaser/s (who has purchased car parking space) shall have right to keep their own four wheelers, two wheelers and cycles at the earmarked area for own parking, not for other purpose.
- 46) That the Purchaser/s who has not purchased car parking space shall have right to keep their cycle or two wheelers at the earmarked common area for such parking which will be allotted by the Owner/Developer/Vendor.
- 47) That the Purchaser/s shall inform in writing the Association about letting and transfer of his flat.
- 48) That the Purchaser/s shall not accumulate or throw dirt, rubbish, rags, garbage or other refuse or permit the same to be accumulated or thrown from the property in any portion of the said building excepting in place reserved for such purpose and

For MOHANA COMMERCIAL PVT. LTD.


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shall not keep any luggage or articles in common areas and/or otherwise cause obstruction to other occupant of the building.

- 49) That the Purchaser/s cannot use coal or coke or any fuel material which cause smoke nuisance but shall only use electricity, cooking gas or kerosene stove for cooking purpose. Likewise the Purchaser/s shall not allow water or rain water or drain water to accumulate or allow the same to remain stagnant in the demised Property.
- 50) That the Purchaser/s shall have right to keep pet animals and birds in his/her own flat with the consent of flat Owners Association. That the Purchaser/s shall have no right to keep any pet animals and birds in the common space and strictly prohibited for lift use also.
- 51) That the outward appearance of the said building shall be kept in uniform decoration and color scheme and the Purchaser/s shall not make any departure there from.
- 52) That the Purchaser/s shall not to do or cause to be done anything which would prejudicial to the soundness or safety of the said building or reduce the value thereof or impair any easement amenities or the hereditaments.
- 53) That the Association of the flat owners shall have the powers inter alia to make rules and regulation in respect of the use, maintenance and upkeep of the common areas and use and to incur all expenses thereof like cleaning, repairing, lighting etc. and to recover the same in proportionate to super built up area from the flat-holder.
- 54) That the authorized representative or representatives of the Association of the flat holders shall have access to the flat from time to time during reasonable hours in day time upon prior intimation to the flat holder for the maintenance, repair, and replacement of any common areas and facilities therein or accessible there from or for making emergency repairs thereto in order to prevent any damage to the common areas and facilities

For MOHANA COMMERCIAL PVT. LTD.


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or to others flats and the Purchaser/s also shall have like rights as aforesaid.

- 55) That the Purchaser/s shall not be allowed to fix any hoarding in the building.
- 56) That the Purchaser shall not remove any wall including the outer and load bearing wall of the flat.
- 57) That the Purchaser/s shall not keep any offensive articles or chemicals etc. giving bad smell or causing harm and shall not use to or cause to be done any act, deed or things which is likely to cause nuisance or annoyance in the co-flat holders in the said building or to the owners or occupiers of the neighbouring properties nor he shall use the said property or portion thereof for any illegal and/or immoral purpose.
- 58) That the Purchaser/s shall not do or cause to be done anything which would cause hindrance or obstruction of the common area or resulting inconvenience to others. The common area shall be used for which they are made.
- 59) The Purchaser/s shall have right to fix air-conditioner (either window AC or split AC & Dish Antenna) as per guidance by Owner/Developer/Vendor and necessary electric fittings along with accessories, personal telephone, and also to make necessary interior decoration as per his/her choice, subject to the rules and regulations of Competent authority/Municipality.
- 60) The Purchaser/s shall use and enjoy common areas and facilities and other portions in common use for the purpose for which they are intended without hindering or approaching upon the lawful rights of the other flat owners causing any inconvenience, hindrances or obstruction to them or any of them at any point of time.
- 61) That any notice to the Purchaser/s required to be served either by the Owner/Developer/Vendors or by the Association of flat owners by way of request, demand or otherwise, may be given by leaving the same at or sending the same by post at the

For MOHANA COMMERCIAL PVT. LTD.


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address of the purchased flat, if not informed by written otherwise.

- 62) That the Purchaser/s shall comply with all the rules and regulations, which shall be made from time to time by the Association of the flat owners of the building or Holding Association.
- 63) That the Association of the flat owners will carry out all work relating to the maintenance, repair, and replacement of any common areas and facilities and making of any additions or improvement thereto.
- 64) That the Owner/Developer/Vendors will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s execute or cause to be executed all such further acts, deeds or things whatsoever as may be reasonably required for further and more perfectly conveying and assuring the said property unto and to the use of the Purchaser/s.
- 65) That the ultimate roof of the building will be common for all occupiers and shall be repaired by all.
- 66) That the common passage shall not be used for parking purpose. Two- wheeler or cycle shall be kept in the area marked for that purpose.
- 67) That Fire-Fighting System Machine Room for the entire projects inside the brick wall shall be installed at the ground floor or basement of any building or at any suitable place inside the brick wall and will be used for entire brick wall surrounded projects/buildings.

After completion of the project if any terms and conditions alternation are needed it will be reflection on sale of Deed before registration.

For MOHANA COMMERCIAL PVT. LTD.

B. Adikang
Director



SCHEDULE -A

State- West Bengal, District- Purba Medinipur, Sub-Division- Haldia, Additional District Sub- Registrar Office –Sutahata, P.S. Bhabanipur, Mouza- Bhabanipur, JL No. 150, LR Khatian Nos. 2374, LR Plot No. 1724, Plot area—152.000 decimal, Occupied area- 61.356 decimal, Nature- Rayati Bastu land under Ward No. 19 of Haldia Municipality.

SCHEDULE -A1

State- West Bengal, District- Purba Medinipur, Sub-Division- Haldia, Additional District Sub- Registrar Office –Sutahata, P.S. Bhabanipur, Mouza- Bhabanipur, JL No. 150, LR Khatian Nos. 2374, LR Plot No. 1724, Plot area—152.000 decimal, Occupied area-61.356 decimal, Area of project 'Swarnabhoomi-Phase-II' – 53.000 decimal, Nature- Rayati Bastu land under Ward No. 19 of Haldia Municipality which is butted & bounded by:

North by : Plot No. 1723.
South by : Part of Plot No. 1724.
East by : Swarnabhoomi Apartment.
West by : Plot No. 1725.

SCHEDULE - B

G+ VIII storied building named "Swarnabhoomi-Phase-II, XXXX Floor, Self-contained Flat No. XXX, Super built up area- XXXX sq. ft., Built up area – XXX sq. ft., Carpet area- XXX sq. ft., consisting of XX nos. Bed room, 1 no. Living cum Dining room, 1 no. Kitchen, XX nos. Toilet and XXno. Balcony all having Tiles floor with user of all common area & facilities described in the Schedule-C along with 135 sq. ft. Car Parking No. XXX on the ground floor having cemented floor together with undivided, impartable and proportionate share of Schedule -A1 land.

For MOHANA COMMERCIAL PVT. LTD.


Director



SCHEDULE -C

COMMON AREAS & FACILITIES

1. Common lift.
2. Common Corridor.
3. Common street light.
4. Common transformers.
5. Common surface drain.
6. Common Boundary wall.
7. Common approach road.
8. Common Caretakers room.
9. Common Sewerage system.
10. Common Fire Fighting System.
11. Common stair & stair landing.
12. Common project internal road.
13. Common Water Reservoir & pump.
14. Common entry & exit of the project.
15. Common Meter box and outside wiring.
16. Common Entrance and stair case landing.
17. Common Overhead tank & Water supply line.
18. Common illumination of common areas of the building.

MEMO OF CONSIDERATION

Mohana Commercial Private Limited (PAN- AAECM2171P), registered office at Stall No: B/37, Mohana Super Market, P.O.- Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN-721607 & Correspondence Office at the 1st Floor of 'The Landmark', Cluster-IX, P.O. Haldia Township, P.S. Haldia, Dist. Purba Medinipur, PIN- 721607 do hereby acknowledge receipt of Rs. XXXXXXXXXXXXXXX/- (Rupees XXXXX lakh XXXXX thousand XXXX hundred XXX) only from Mr. XXXXXXX (PAN-XXXXXXXX, EPIC No. XXXXX), S/O XXXXXXX, permanent & present address : XXXXX, P.O. XXXXX, P.S. XXXXXX, Dist. XXXXXX, PIN-XXXX, as consideration amount to sell/convey and assign the above said flat in the following manner:

| Date | Mode | (Chq./DD)Bank | Amount |
|------|------|---------------|--------|
|------|------|---------------|--------|

For MOHANA COMMERCIAL PVT. LTD.

B. Adhikary
Director



In witness whereof the Owner/Developer/Vendor signed this indenture at Haldia on the day and year above written.

WITNESSES

1.

2.

For MOHANA COMMERCIAL PVT. LTD.


Director

OWNER/DEVELOPER/VENDOR

Drafted & prepared by :

(TAPAN SIKDAR)
Advocate/Haldia Court
Enrollment No. WB-297/2003.

This Deed of Sale contains total XXX pages out of which 1 no. stamp paper and rest are demy papers.

