DEED OF CONVEYANCE

Dist. - Paschim Medinipur, P.S.:- Kotewali, Midnapore; Golkuachak Mouza:- Miabazar ; J.L. No.173; R.S. Plot No. 6861 under Khatian no. 627, 629, 670, 671, 672 and 73, New Khatian No. 338, 964, 1086 and 1343, LR Khatian No. – 4377,4342,4477,4470,4469,4468 and plot no. 1270, 1271, 1272, 1274, 1275, 1276, 1277, 1278, 1280, the L.R. survey Dag Nos.:- 2028,2029,2031,2033,2034,2035,2036,2037,2039 Area 0.2278 acre, Holding No. : - 600 within Midnapore Municipality,Ward No. 12;

Consisting of G+B+6, Multistoried Building with Commersial

cum residential NANDA DHAM Units / Apartments.

Value: - Rs.

Dist .:- Paschim Medinipur P.S .:- Kotewali, Midnapore; Golkuachak Mouza -Miabazar Mahalla Aligunj J.L. No.173 R.S. Plot No. 6861 under Khatian no. 627, 629, 670, 671, 672 and 73 New Khatian No. 338, 964, 1086 and 1343, LR Khatian No. - 4377,4342,4477,4470,4469,4468 and plot no. 1270, 1271, 1272, 1274, 1275, 1276, 1277, 1278, 1280, the L.R. survey Dag Nos.:- 2028,2029,2031,2033,2034,2035,2036,2037,2039 Area 0.2278 acre Holding No. : - 600 within Midnapore Municipality Ward No. 12; our of which Flat No. . . . , on the Floor, Super Build up Rs. (Rupees And Assessed Market Car parking facility)

THIS INDENTURE FOR SALE MADE ON this theday of

BETWEEN

M/S Kundu Construction, a partnership firm registered under the Indian Partnership Act 1932 having its registered office at Mirbazar; P.S.:- Kotwali ; P.O:- Midnapore ; Dist:- Paschim Midnapore, PAN NO: AAIFK6204C represented by its partners MR. PROSENJIT KUNDU, Son of Sri Arjun Chandra Kundu, PAN NO: ALKPK0640H and Aadhaar No: 479925418613, and SMT. SUBHADRA KUNDU, wife of Sri Biswajit Kundu, PAN NO: BHLPS4124G, and Aadhaar No: 519166756439, hereinafter called the first Group of owner and. SMT. MANASHI MAITY, Wife of Asit Kumar Maity, PAN NO......and Aadhaar No MR. SUMIT KUMAR MAITY, PAN NO.....and Aadhaar Noand MR. SUBRATA MAITY, PAN NO.....and Aadhaar No, both are sons of Late Asish Kumar Maity, all residing at Chotto Bazar; P.O. – Midnapore, P.S.:- Kotowali ; Dist.:- Paschim Medinipur ; Pin:-721101, herein after called the second Group of owners, represented by their attorney M/S Kundu Construction represented by its partner MR. PROSENJIT KUNDU, Son of Sri Arjun Chandra Kundu, PAN NO: ALKPK0640H and Aadhaar No: 479925418613, and SMT. SUBHADRA KUNDU, wife of Sri Biswajit Kundu, PAN NO: BHLPS4124G, and Aadhaar No: 519166756439 (herein after referred to the "Promoter /Developer which expression shall unless repugnant to the context or meaning thereof deemed to mean and include it's successor in interest, administrator and permitted assignees including those of the representative parties) of the parties of the **FIRST PART**.

AND

M/S KUNDU CONSTRUCTION, a partnership firm registered under the Indian Partnership Act 1932 having its registered office at Mirbazar; P.S.:-Kotwali ; P.O:- Midnapore ; Dist:- Paschim Midnapore PAN NO.-AAIFK6204C and represented by its partners **SRI PROSENJIT KUNDU**, as a **VENDOR / DEVELOPER**, son of Sri Arjun Chandra Kundu by religion

Hindu, PAN NO. ALKPK0640H by occupation Business and **SMT. SUBHADRA KUNDU** wife of Sri Biswajit Kundu by religion Hindu, PAN NO. BHLPS4124G, by occupation business both residing at Mirbazar ; P.O:-Midnapore ; Dist:- Paschim Midnapore here in after jointly referred to as **DEVELOPER / CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respected heirs, executors, representatives, administrators and assigns) of the parties of the **SECOND PART.**

AND

SRI/SMT years,
Daughter ofby religion
, by Occupation,
residing at, P.O,
P.S.:- Dist.:-
Pan No No. Aadhaar No.
At present Address: -
,Flat No on the Floor,
Dist:, ,721101, herein after referred to as the
PURCHASER (which expression shall unless excluded by or repugnant to
the subject or context be deemed to mean and include his heirs, executors,
administrators legal representatives) the parties of the THIRD PART.

WHEREAS, The 1st group of Promoter is the owner and has become the owner by purchase in respect of 0.1078 Acres of land and premises by virtue of a registered deed of sale being no.01661/2014 executed by its erstwhile owners Smt. Sunanda Chatterjee and five others represented by their attorney Sri Alok Bose in favour of Kundu Construction represented by its partner Smt. Subhadra Kundu W/o Sri Biswajit Kundu in the office of Additional Registrar of Assurance Kolkata-III and by another deed of sale being no. 735/2014 executed by its erstwhile owner Bhagabati Sishu Sikshayatan represented by its Secretary Sri Aloke Kumar Das in favour of Kundu Construction represented by its partner Sri Prosenjit Kundu, S/o Sri Arjun Chandra Kundu (in the office of the D.S.R.-I Paschim Medinipur, and by another deed of sale being no.1556/2014 in the office of the D.S.R.- I Pachim Medinipur in favour of the said Kundu Construction represented by its partners Sri Prasenjit Kundu S/o Sri Arjun Chandra Kundu executed by its erstwhile owner Smt. Kamalesh Bose w/o Late Milan Kumar Bose and Smt. Sucheta Pradhan for self as well as attorney for Smt.Kamalesh Bose (First group of owners), and Smt. Manashi Maiti, W/o Asit Kumar Maiti(the 2nd group of owners) PAN No. Aadhar No. has become the owners by inheritance under Testamentary disposition in respect of 0.1200 acres of land and premises by the virtue of probate granted on 30.9.2015 in O.S. no.07/2011 granted by the Ld. Court of the addl Dist Judge Paschim Medinipur in respect of the Will executed by Birendra Nath Basu ,and Smt. Manashi Maiti, W/o Asit Kumar Maiti(the 2nd group of

owners) sold 0.0600 acres of land and premises out of 0.1200 acres of land and premises granted by virtue of probate to Mr. Sumit Kumar Maity, PAN No. ,Aadhar No.

piece and parcel of land heredit aments and premises measuring more or less 0.2278 acres together with one storied dilapidated building and structures standing thereon within Golkuachak of Mouza - Miabazar Mahalla Aligunj J.L. No.173 R.S. Plot No. 6861 under Khatian no. 627, 629, 670, 671, 672 and 73 New Khatian 1086 1343, LR Khatian No. 338, 964, and No. 4377,4342,4477,4470,4469,4468 and plot no. 1270, 1271, 1272, 1274, 1275, 1276, 1277, 1278, 1280, the L.R. survey Dag Nos .:-2028,2029,2031,2033,2034,2035,2036,2037,2039 within Midnapur Municipality Ward No.12 P.O. & P.S Midnapur Dist. Paschim Medinipur (hereinafter called the said land and premises) and more particularly mentioned and described in the first schedule herein under written.

AND WHEREAS The First group of owners are carrying on business in Real estate under the name and style of "Messrs. Kundu Construction" for the development, construction and promotion of old dilapidate building of the person or persons who have entrusted upon them for demolition and construction of multi building on their land and premises. And whereas being attracted the second Group of owners entrusted upon Messrs. Kundu Construction, the developer / confirming parties herein owned by the first group of owners for the construction of a B+G+10 storied building which shall consist of several independent multiunit flats and/or apartments and/or shop room, garage etc. and the said first group of owners entered into an Agreement for development with Power of Attorney with the developers/ confirming parties dated 14th July, 2015 which was duly registered in the office of the Additional District Sub – Registrar Midnapore, West Bengal in Book No. 1, Volume No. 1003-2015 pages from 19622 to 19661 being no. 100302880 for the year 2015 for the development of their undivided portion of the said land and premises on terms and condition more particularly mentioned and described in the said Developer's Agreement.

AND WHEREAS under and by virtue of the said Developers, Agreement dated 14th July, 2015 being No. 100302880 in Book No. 1, Volume No. 1003-2015 pages from 19622 to 19661 of D.S.R I Mid the Developers / Confirming Parties allocation of flat and owners allocation / or Apartment garage and shop rooms have been specifically mentioned and prescribed and earmarked multiunit building with liberty the proposed to the in Developers/Confirming parties herein to sale, transfer assign and convey the right title and interest in favour of the intending purchasers from the Developers /Confirming Parties allocation and to receive the purchase consideration and to grant receipt for the same and the owners herein specifically agreed and bound to undertake themselves to execute and register the conveyance or Conveyances as may be required in favour of such purchaser or purchasers of flats and / or apartments, garage and shop rooms as may be intended by the Developers/Confirming parties herein to confer absolute right, title and interest upon such purchaser or purchasers as 'Vendors' of the said premises to which the Developers / Confirming parties shall join as "Confirming Parties."

AND WHEREAS for the purpose of facilitating and to regularize all acts deeds and things as may be done and / or undertakes by the Developers / Confirming Parties on behalf of the Vendors, the Vendors herein executed a Developer Agreement with merge General Power of Attorney dated 14th July, 2015 in favour of the Developers / Confirming parties and the said Power of Attorney

being No. 100302880 in Book No. 1, Volume No. 1003-2015 pages from 19622 to 19661 of D.S.R I Mid.

AND WHEREAS the purchaser here in has inspected all the relevant papers, documents as regards the Ownership of the Vendors on the said land and Developers / Confirming Parties status and identity including Developer's Agreement and the Power of Attorney as aforesaid as well as the plan sanctioned by the Midnapore Municipality and on being satisfied agreed to purchase a Flat sq. ft. super built up more or less with all common area being under Flat No. on the Floor without Car Parking space on being satisfied agreed to purchase a flat without Car Parking Space from the Developers / Confirming parties (more particularly mentioned and described in the second schedule here under written at or for a total consideration of Rs./= (Rupees Only) free from all encumbrances and liabilities whatsoever along with proportionate share in the land underneath the said building more particularly mentioned in the First Schedule hereunder written.

particularly mentioned in the First Schedule hereunder written. The receipts whereof the Developer/ Confirming party both hereby acknowledge in the memo of consideration hereunder written.

AND WHEREAS the Developer / Confirming party shall have their exclusive right, title and interest on the roof over the floor and shall have right to raise further construction over the floor and in that purchaser shall have no right to use the said roof as per specification mentioned in the schedule but in the alternatively the floor will be replaced by floor and the vendors or their heirs successors assignees shall have no right to raise objection if the Developer / Confirming party intended or actually raise any construction. The Developer / Confirming party in such circumstances will shift the water thanks from the floor to floor at their own cost and will not cause any in convenience to the purchaser.

NOW THIS INDENTURE WITNESSETH THAT

In pursuance of the said agreement and in consideration of the said sum of Rs./= (Rupees Only) paid by the purchaser to the Developer / Confirming party on or before the execution of these presents the receipts whereof the Vendors and the Developer / Confirming party both hereby as well as by Memo consideration hereunder written admit and acknowledge and confirm the payment of the same and every part thereof do hereby release discharge and acquit the purchasers, of the said flat without Car Parking and Garage space whereupon the vendors and the Developer / Confirming party both hereby indefeasible sell, grant, convey transfer assign and assure unto the Purchasers ALL THAT the flat measuring more or less super built up area sq. ft with all common area being under Flat No. on the Floor without Car Parking Space on the said land under Ward No. 12, Midnapore Municipality without Car Parking and Garage space more fully and particularly

mentioned and described in the Second Schedule hereunder written hereinafter referred to as the said flat and garage free from all encumbrances charges, claims, demands, liabilities, attachments whatsoever situated on the land and heredetements more particularly mentioned and described in the First Schedule hereunder written TOGETHER WITH the right to use in common with other flat owners of the said building the passage, sewerage, drains pathways stair case and other right, liberties privileges, easements and benefits whatsoever free from all encumbrances more fully and particularly mentioned and described in the Third Schedule hereunder written and referred to as the amenities attached and common to all flat owner of the said building TOGETHER WITH all the estate, right, title, interest property claim and demand whatsoever of the vendors into or upon the said flat and all other rights and properties thereto comprised and hereby granted conveyed transferred, assigned and assured and or intended so to be and every part or part thereof together with the existing, right, liberties, and appurtenances whatsoever to and unto the purchaser absolutely and forever free from all and attachments encumbrances trusts. liens whatsoever TOGTHER WITH the easement or quasi easements and other stipulation and provisions in connection with the beneficial use and enjoyment of the said flat AND TO HAVE AND TO HOLD the said flat along with all rights, hereby granted, conveyed, transferred, assigned and assured and every part thereof unto to the purchaser absolutely and forever free all encumbrances and the purchaser herein already obtain possession of the said Flat / Apartment and residing therein during the lastyear or so. Completion Certificate already issued by Midnapore Municipality on, Memo No.

THE VENDORS DOTH HEREBY CONVENANT WITH THE PURCHASER as follows:-

It shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon and to hold enjoy and possess the said flat and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or any person or persons claiming through under or in trust by the Vendors and the Vendors shall always be liable to discharge and to make free the said flat against any encumbrances, trust, liens and attachments whatsoever to make clear the right title and interest of the purchasers in the said flat absolutely and forever.

The Vendors shall from time to time at all times hereafter upon every reasonable requests and at the cost of the purchasers shall acknowledge, execute and perform all such further and / or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said flat and the open garage space and every part thereof unto the purchaser.

The Vendor shall pay and remain liable for payment of all rents, charges, taxes and other dues payable to the Midnapore Municipality and to the land and Land Revenue Department of the Government of West Bengal and other bodies of the Government if any, payable up to the date of delivery of possession or registration whichever is earlier after which the payment of all rates, taxes, including Service Taxes etc. in respect of the said flat shall be responsibility of the purchasers irrespective of its separate assessment and mutation being made or not.

The Vendors declare that they have good right, full power and absolute authority and indefeasible title to grant sell, convey, transfer, assign the said flat and assured or expressed or intended so to do free from all encumbrances and liabilities whatsoever in the manner aforesaid in favour of the purchaser.

The Vendor shall further indemnify the purchaser and shall render all assistance and co-operation and shall execute all papers and documents as may be required by the purchasers in order to enable the purchasers to get his name, duly mutated as owner of the said flat in the records with the Midnapore Municipality and the land and Land Revenue Department, Government of West Bengal or in any other Government and semi Government Department as may be required.

RIGHTS & OBLIGATIONS OF THE PURCHASER

Neither the vendor nor the purchaser or any occupants of the said Building shall store or deposit or permitted any rubbish, boards, waste materials in the stair case, common corridors, roof, passages or any part of the building.

That the purchaser shall use the Apartment for Commercial cum residential purpose only and shall not use the same for any illegal of immoral purpose.

That the purchaser shall not store nor keep any prohibited articles and/ or articles which are likely to affect the construction/structure of the said building.

That the vendor hereby declare that, prior to execution of this deed, have not sold or conveyed or delivered the schedule -A below residential flat to any other party or person and said is free from all encumbrances, charges or liens.

That on and from this day all right, title, interest and possession of the vendor, in respect of the said Apartment / **Flat No** have vested absolutely unto the purchaser including his / her legal heirs, representative/s, assigns and the purchaser shall hold, use and enjoy the same as absolute owner thereof without any interruption or impediment by and from any corner.

That the purchaser shall not decorate the exterior of the building otherwise than the manner agreed by the Society / Association of the Apartments / Flat Owners.

THE FIRST SCHEDULE ABOVE REFFERED TO

ALL THAT the piece or parcel of land, hereditaments and premises measuring more and less 0.2278 acre together with a one storied dilapidated building and structure standing thereon within the Complex named 'NANDA DHAM' having Multi storied Building lying and situated at within Golkua Chawk, Mouza: - Miabazar, Mahalla – Aliganj, J.L. No. 173, RS. Plot no. 6861, Touzi No. 1934; Khatian No. 627, 629, 670, 671, 672, and 673; New Khatian No. – 338, 964, 1086 and 1343 ; LR Khatian No. – 4377,4342,4477,4470,4469,4468, Dag Nos.:- 1270, 1271, 1272, 1274, 1275, 1276, 1277, 1278, 1280, in the LR Dag Nos.:-

2028,2029,2031,2033,2034,2035,2036,2037, 2039having Municipal Holding No 600, Road Name:- ALIGUNJ , PIN-721101, within Midnapore Municipality, ward no. 12, P.O.- Midnapore, P.S.:- Kotwali, District: - Paschim Medinipur butted and bounded by :-ON THE SOUTH : Dag No. 1269, 1281 & 1279 ON THE NORTH : Dag No. 1273 ON THE EAST : Drain with Road ON THE WEST : Dag No. 1271 & Drain with Road

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a demarcated self-contained residential / semi commercial /office / commercial Flat being No.....on the Floor, in Site-....., of the building having an Carpet area more and less sq. ft. forming the part of Developer's Allocation within Multi storied Building, within the Complex named 'NANDA DHAM', within the said Complex at Municipal Holding No.-600, Road:- ALIGUNJ, Pin 721101, under Ward No.-12, within the Medinipur Municipality, under the office of Midnapore, under P.S.-Kotwali, District-Paschim Medinipur in the said land and property (more particularly mentioned in the First Schedule here in above) and is shown in the map or plan attached here which maybe changeable without car parking space. The details where are given below:-

 One Bed Room measuring area
 00' - 00" X 00' - 00" (Approx)

 Kitchen Room and Dining Room measuring area
 00' - 00" X 00' - 00" (-do-)

 Passage
 00' - 00" X 00' - 00" (-do-)

 Toilet measuring area
 00' - 00" X 00' - 00" (-do-)

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Facilities)

- a) Passage within the building not intended for exclusive use of any flat / Unit/ Shop owner.
- b) Pathway and side space excluding the rear portion intended for common use.

- c) Stair-case from the ground floor to the top floor including staircase landings and the roof of the said building. This will apply for the flat owners and for shop owners Garage owners in the ground floor.
- d) Drains and swear connection of the building to Municipal ducts.
- e) Water and swear connection pipes from the flats / units to the drains.
- f) Water and electricity supply lines, lift (if it will be provided) and arrangements in the building intended for common use and not for use of any particular flat / unit.
- g) Boundary walls, if any, the main gates, the main doors of the building.
- h) Source of water is the deep tube well within the premises with pipes leading to the over head water tank and all the distribution pipes to different flats / units.
- i) Lift (if it will be provided) and Electrical wiring and other fittings and fixtures for lighting the stair case, passage and other common areas and for operating water pump from main switch and its meter-room.
- j) In the said Apartment of each Flat there must be a Fire safety instrument which helps to execute of conflagration on said Apartment and also for this purpose which thinks are needed full like Official Permission and all extra or all installation charges should be borne by all flat purchasers.
- k) In the said Apartment on Top Floor Roof there must be a Thunderbolt safety instrument like earthling or any other things which help to avoided crash of thunder on said Apartment and also for this purpose which thinks are needed full like Official Permission and all extra or all installation charges should be borne by all flat purchasers.
- If any Pollution Certificate will require for reside permanently of every Flat purchaser in the said Apartment and for this purpose all arrangement which helps to take this certificate must be maintain all Government rules &

regulations, and also for this purpose which thinks are needed full like Official Permission and all extra charges should be borne by all flat purchasers.

- m) If any load shading happened by various electric load for lighting, generate pump machine of deep tube well and generate Lift on every common passage on the said Apartment which have a remedy to continue Electric Supply by Monthly Hire Basis Generator service of D.G. Sound Proof Generator set and also for this purpose which thinks are needed full like Official Permission and all extra or all installation charges should be borne by all flat purchasers.
- n) Before taking the every handed over Position, all purchaser must find out the all Terms & Conditions, all Agreement Schedules, and all construction work which are written & also mention in this said Agreement for Sale about the said Apartment.

THE FOURTH SCHEDULE ABOVE REFERRED TO (SPECIFICATION)

FLOORING :- All rooms drawing and dining are vitrified tiles or floor tiles with 4" skirting and kitchen and toilets are to be provided with vitrified tiles or floor tiles.

KITCHEN CUM DINING :- Black granite kitchen platform, Tiles up to a height of roof level from the kitchen platform. Every kitchen will be provided with a sink made of stainless steel sink having standard make and size. It also consist of two tap lines, one above the sink and another below the sink also PVC Pipes (Finolex/ Supreme) will be concealed, Electrical connection consists of one chimney point, two light point, and one plug point. All pipes lines in kitchen will be concealed with PVC pipes (Finolex/ Supreme).

TOILETS :- All toilets wall will be covered with wall tiles up to roof level & standard quality commode with fittings, head shower, and four tap lines with all pipe lines concealed with the Finolex/ Supreme PVC Pipes with a P.V.C. door, Electrical lines consists of one exhaust fan point, one geyser point and one light point.

DOORS AND

WINDOWS :- All flats consists of one main flush door entrance with door skin having a collapsible gate ,door eye piece and look handle . All side doors will be of flush door finished by door skin and all windows of each of the flats would be of grill fitted finished by primer & synthetic Enamel Paints, including grill or aluminium square bar shutter window with glass finished by anodized including grill.

INTERIOR

FINISH:- All inside wall will be finished by Putty. All grill windows will be finished by primer& synthetic Enamel Paints, outside part of the building will be weathercoat paints, and stair will be cast in marble & corridor floor cast in floor tiles and the floor of the roof will be with chemical roof treatment.

ELECTRICAL

WORKS :-All bed rooms, study room, drawing cum dining rooms are to be provided with two light points, one fan point of 5amp. (15Amp for dining and kitchen) plug point, calling bell, T.V. point, Bed Switch and A.C Point to be provided in each individual bedroom. Individual meter for each flat shall be provided from common meter placed at ground floor or basement floor. Any charges or any require of the West Bengal State Electricity Board for separate electric connection/meter should be borne by the purchaser / occupiers of the building and for the common meter the charges shall be paid and borne by all the purchasers/occupiers/owners of different flats/units in equal share basis for lighting the common area, stair case, lift and for pump operation.

IN WITNESS WHERE OF the parties have here unto set and subscribe their respective hands and seals here to on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED at Midnapore in the presence of: Witness:

Drafted by:-

Advocate

Computer by:-

This Deed has typed inPages including Stamp Paper and Dami Paper and extra page attached hereto be made part of this Deed on which the Finger Print of both the Owner and Developer/Confirming parties have been taken and witnesses have signed in this Deed.

MEMO OF CONSIDERATION

Date	<u>CASH/ Ch. No.</u>	Bank	Branch	<u>Amount</u>
				Rs
	·····			Rs
	7		Total	Rs

Signature of the Developers/ Confirming Parties.

Willing of the second s

Signature of the Purchasers.