DEED OF SALE

Consideration Amount -Rs. XXXXXXX/-

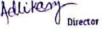
State- West Bengal, District- Purba Medinipur, Sub-Division- Haldia, Additional District Sub- Registrar Office –Sutahata, P.S. Haldia, Mouza- Brajanathchak, J.L.No.196, LR Khatian No. 1722, Plot No. 273, 273/422, 274/509, 422/628, 273/695, 273/700, 273/701 & 273/703, Total area- 45.785 decimal, Nature-Rayati Bastu, G+8 storied building 'Crystal Tower', XXX floor, Flat No. XX, Super built up area- XXX sq. ft., Built up area- XXX sq. ft., Carpet area- XXX sq ft., along with 80 sq. ft. Car Parking Space No. XX at the ground floor together with impartible and proportionate share of land with user common area and facilities under Ward No. 25 of Haldia Municipality.

For MOHANA COMMERCIAL PVT. LTD.



day of Know all men by this presence this Deed of Sale made on this in the year two thousand Nineteen BETWEEN Mohana Commercial Private Limited (PAN- AAECM2171P), a private limited Company having Corporate Identity No. U51909 WB 2004 PTC 100677 dated 13.12. 2004, 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 Adhlkary (PAN- ACUPD8251E), S/O Late Hrishikesh Das Adhikary and Srl Dibyendu Jana (PAN- AGDPJ5316M), 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) of the ONE PART.

For MOHANA COMMERCIAL PVT, LTD.



OWNER/DEVELOPER/VENDOR

Mohana Commercial Private Limited

DIRECTOR

Sri Ramkrishna Das Adhikary, S/O-Late Hrishikesh Das Adhikary FINGER IMPRESSION

LEFT HAND

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Director

For MOHANA COMMERCIAL P.VT. LTD.

RIGHT HAND

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For MOHANA COMMERCIAL PVT. LTD.

BAdlikary

Director



Page-4

OWNER/DEVELOPER/VENDOR

Mohana Commercial Private Limited

DIRECTOR

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

FINGER IMPRESSION

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For MOH! NA COMMERCIAL PVT. LTD.

RIGHT HAND

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For MOHANA COMMERCIAL PVT. LTD.



AND Mr. XXXXXXXXXXX (PAN-XXXXXXXX), S/O- XXXXXXXXXXXX, an adult Indian, by Occupation-XXXXXX, permanent resident of Vill: XXXXX, P.O. XXXXXXXXXX, P.S. XXXXXXXXX, Dist.-XXXXXXXXXX, PIN-XXXX, hereinafter referred to as the <u>PURCHASER/S</u> (which expression unless excluded by or repugnant to the context/Subject shall mean and include his or her legal heirs, executors, administrators and/or assigns) of the OTHER PART.

PURCHASER

Mr. XXXXXXXXXXXX, S/O- XXXXXXXXXXXXXXXXXX

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For MOHANA COMMERCIAL PVT. LTD.

Director



Page-6

Whereas Mohana Commercial Private Limited, the Owner/Developer/Vendor herein, is a business firm registered under the Companies Act, 1956 (1 of 1956) having certificate of incorporation bearing Cin No. U51909 WB 2004 PTC 100677 dated 13.12.2004.

Whereas Mohana Commercial Private Limited, the Owner/Developer/Vendor herein, is absolutely seized and possessed of or otherwise well and sufficiently entitled to the self-contained Flat No. XX having super built up area XXX sq. ft. corresponding to built up area XXXX sq. ft. & Carpet area – XXX sq. ft. on the XXX floor together with 80 sq. ft. car parking space no. XX on the ground floor, more fully and particularly described in schedule- C hereinafter appearing, of the G+8 storied residential building "CRYSTAL TOWER", more fully and particularly described in schedule-B hereinafter appearing, upon a piece or parcel of Rayati Bastu land measuring total 45.875 decimal in plot nos. 273, 273/422, 274/509, 422/628, 273/695, 273/700, 273/701 & 273/703 pertaining to present LR Khatian No. 1722 of Mouza-Brajanathchak, JL No. 196 under P.S. Haldia in the District of Purba Medinipur, West Bengal, more fully and particularly described in schedule 'A' hereinafter appearing along with impartible and proportionate share of land with user of common portion and facilities available in that housing project.

Whereas Makhan Chandra Das alias Makhanlal Das of Vill: Brajanathchak, P.O. Haldia Port, PS Haldia, Dist. Purba Medinipur was the owner of total 10.875 decimal land at RS & LR Plot No. 273, 273/422, 274/509 & 273/701 pertaining to LR Khatian No. 327 of Mouza- Brajanathcahk, JL No. 196 under P.S. Haldia, in the Dist. Purba Medinipur who obtained the same through registered Deed of Sale Nos. I-3877/1985, I-5893/1987 & I-2176/1983 all of Sub-Registrar Sutahata. Upon his demise the said property was inherited by his wife Smt. Arati Das, son Nemai Das, and married daughters Maya Pramanik, wife of Sankar Kumar Pramanik & Chhaya Bhunia, wife of Raghunath Bhunia.

For MOHANA COMMERCIAL PVT. LTD.

Director

Page-7

Whereas while possessing and enjoying the above said 10.875 decimal land Smt. Arati Das, Nemai Das, Maya Pramanik & Chhaya Bhunia sold, conveyed and transferred the same to Mohana Commercial Private Limited, a private limited Company having it's registered office at Stall No. B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba-Medinipur, represented through it's Directors Sri Rarnkrishna Das Adhikary, S/o Late Hrishikesh Das Adhikary and Sri Dibyendu Jana, S/o Sri Panchanan Jana both of Stall No. B-37, Mohana Super Market; P.O. Haldia Township, P.S. Haldia. Dist. Purba Medinipur by executing a Deed of Sale on 22.02.2018 and registered before Additional District Sub-Registrar Sutahata having Deed No. 1-110601516/2018 and entered in Book No. I, Volume No. 1106-2018, pages 23878 to 23898 and lost their right, title and interest upon the said land for ever.

Whereas after purchasing the said land Mohana Commercial Private Limited muted his name in the record of right having LR Khatian No.1722 and is in possession and enjoyment of the said land uninterruptedly, peacefully, openly within the knowledge of all and was paying rent to the Government.

Whereas Rakhal Chandra Barman alias Rakhal Chandra Bar, son of Bhagyadhar Bar of Vill: Brajanathchak, P.O. Haldia Port, PS Haldia, Dist. Purba Medinipur was the owner of total 8.000 decimal land along with double story pucca building there upon at RS & LR Plot No. 274/509 and 273/422 pertaining to Rs Khatian No. 7 & 94/1 respectively of Mouza- Brajanathcahk, JL No. 196 under P.S. Haldia, in the Dist. Purba Medinipur who obtained that land through registered Deed of Sale No. I-2173/1983 of Sub-Registrar Sutahata from Bijoy Krishna Sahu of Biswanathdatterchak under P.S. Haldia in the Dist. Purba Medinipur.

FOR MOHANA COMMERCIAL PVT. LTD.

BAdlikany Director



Whereas upon purchasing the said land Rakhal Chandra Barman alias Rakhal Chandra Bar muted his name with the Record of Rights having LR Khatian No. 374/1 and was in possession and enjoyment of same.

Whereas while possessing and enjoying the above said 8.000 decimal land along with building there upon Rakhal Chandra Barman alias Rakhal Chandra Bar sold, conveyed and transferred the same to Mohana Commercial Private Limited, a private limited Company having it's registered office at Stall No. B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba-Medinipur, represented through it's Directors Sri Rarnkrishna Das Adhikary, S/o Late Hrishikesh Das Adhikary and Sri Dibyendu Jana, S/o Sri Panchanan Jana both of Stall No. B-37, Mohana Super Market; P.O. Haldia Township, P.S. Haldia. Dist. Purba Medinipur by executing a Deed of Sale on 12.10.2018 and registered before Additional District Sub-Registrar Sutahata having Deed No, I-110608146/2018 and entered in Book No. I, Volume No. 1106-2018, pages from 131026 to 131049 and lost his right, title and interest upon the said property for ever.

Whereas after purchasing the said property Mohana Commercial Private Limited muted his name in the record of right having LR Khatian No.1722 and is in possession and enjoyment of the said land uninterruptedly, peacefully, openly within the knowledge of all and was paying rent to the Government.

Whereas Subrata Bera & Susanta Bera both son of Jhantu Chandra Bera and Akshay Kumar Bera son of Sukumar Bera all resident of Vill: Brajanathchak, P.O. Haldia Port, PS Haldia, Dist. Purba Medinipur was the owner of total 9.000 decimal land along with pucca building there upon at RS Plot No. 422/510 corresponding to LR Plot No. 422/628 of Mouza- Brajanathcahk, JL No. 196 under P.S. Haldia, in the Dist. Purba Medinipur who obtained that property through registered Deed of Gift No. I-1079/2018 of Additional Sub-Registrar

FOR MOHANA COMMERCIAL PVT. LTD.

Sutahata from Jhantu Chandra Bera of Brajanathchak under P.S. Haldia in the Dist. Purba Medinipur.

Whereas upon receiving the said property Subrata Bera, Susanta Bera & Akshay Kumar Bera muted their names with the Record of Rights having LR Khatian Nos. 2379, 2380 & 2381 and were in possession and enjoyment of same.

Whereas while possessing and enjoying the above said 9.000 decimal land along with pucca building there upon Subrata Bera, Susanta Bera & Akshay Kumar Bera sold, conveyed and transferred the same to Mohana Commercial Private Limited, a private limited Company having it's registered office at Stall No. B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba-Medinipur, represented through it's Directors Sri Rarnkrishna Das Adhikary, S/o Late Hrishikesh Das Adhikary and Sri Dibyendu Jana, S/o Sri Panchanan Jana both of Stall No. B-37, Mohana Super Market; P.O. Haldia Township, P.S. Haldia. Dist. Purba Medinipur by executing a Deed of Sale on 31.10.2018 and registered before Additional District Sub-Registrar Sutahata having Deed No, I-110608272/2018 and entered in Book No. I, Volume No. 1106-2018, pages from 133868 to 133895 and lost their right, title and interest upon the said property for ever.

Whereas after purchasing the said property Mohana Commercial Private Limited muted his name in the record of right having LR Khatian No.1722 and is in possession and enjoyment of the said property uninterruptedly, peacefully, openly within the knowledge of all and was paying rent to the Government.

Whereas Nilkantha Maity & Buddhadeb Maity both son of Sudarshan Maity both resident of Vill: Brajanathchak, P.O. Haldia Port, PS Haldia, Dist. Purba Medinipur was the owner of total 3.000 decimal land at RS Plot No. 273

For MOHANA COMMERCIAL PVT. LTD.

Director



corresponding to LR Plot No. 273/700 pertaining to RS Khatian No. 124/1 of Mouza-Brajanathcahk, JL No. 196 under P.S. Haldia, in the Dist. Purba Medinipur, who obtained that property through registered Deed of Sale No. I-3883/1985 of Sub-Registrar Sutahata & registered Deed of Gift No. I-3559/2005 of Additional Sub-Registrar Sutahata from Tarapada Pramanik & others and Nilkantha Maity respectively all of Brajanathchak under P.S. Haldia in the Dist. Purba Medinipur.

Whereas upon receiving the said land Nilkantha Maity & Buddhadeb Maity muted their names with the Record of Rights having LR Khatian Nos. 200 & 2582 and were in possession and enjoyment of same.

Whereas while possessing and enjoying the above said 3.000 decimal land Nilkantha Maity & Buddhadeb Maity sold, conveyed and transferred the same to Mohana Commercial Private Limited, a private limited Company having it's registered office at Stall No. B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba-Medinipur, represented through it's Directors Sri Rarnkrishna Das Adhikary, S/o Late Hrishikesh Das Adhikary and Sri Dibyendu Jana, S/o Sri Panchanan Jana both of Stall No. B-37, Mohana Super Market; P.O. Haldia Township, P.S. Haldia. Dist. Purba Medinipur by executing a Deed of Sale on 19.12.2018 and registered before Additional District Sub-Registrar Sutahata having Deed No, I-110609464/2018 and entered in Book No. I, Volume No. 1106-2018, pages from 159344 to 159367 and lost their right, title and interest upon the said land for ever.

Whereas after purchasing the said property Mohana Commercial Private Limited muted his name in the record of right having LR Khatian No.1722 and is in possession and enjoyment of the said property uninterruptedly, peacefully, openly within the knowledge of all and was paying rent to the Government.

FOI MOHANA COMMERCIAL PVT. LTD.

Whereas Kallol Kumar Mishra son of Chandicharan Mishra, resident of Vill: Brajanathchak, P.O. Haldia Port, PS Haldia, Dist. Purba Medinipur was the owner of total 14.000 decimal land at RS Plot No. 273 corresponding to LR Plot No. 273/703 pertaining to RS Khatian No. 124/1 of Mouza- Brajanathcahk, JL No. 196 under P.S. Haldia, in the Dist. Purba Medinipur, who obtained that land through registered Deed of Sale No. 1-3244/1985 of Sub-Registrar Sutahata from Tarapada Pramanik & others all of Brajanathchak under P.S. Haldia in the Dist. Purba Medinipur.

Whereas upon receiving the said land Kallol Kumar Mishra muted his name with the Record of Rights having LR Khatian No. 60 and was in possession and enjoyment of same.

Whereas while possessing and enjoying the above said 14.000 decimal land Kallol Kumar Mishra sold, conveyed and transferred the same to Mohana Commercial Private Limited, a private limited Company having it's registered office at Stall No. B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba-Medinipur, represented through it's Directors Sri Rarnkrishna Das Adhikary, S/o Late Hrishikesh Das Adhikary and Sri Dibyendu Jana, S/o Sri Panchanan Jana both of Stall No. B-37, Mohana Super Market; P.O. Haldia Township, P.S. Haldia. Dist. Purba Medinipur by executing a Deed of Sale on 19.12.2018 and registered before Additional District Sub-Registrar Sutahata having Deed No, I-110609465/2018 and entered in Book No. I, Volume No. 1106-2018, pages from 159368 to 159388 and lost his right, title and interest upon the said land for ever.

Whereas after purchasing the said property Mohana Commercial Private Limited muted his name in the record of right having LR Khatian No.1722 and is in possession and enjoyment of the said property uninterruptedly, peacefully, openly within the knowledge of all and was paying rent to the Government.

For MOHANA COMMERCIAL PVT. LTD.

Director

Whereas Kallol Kumar Mishra son of Chandicharan Mishra, resident of Vill: Brajanathchak, P.O. Haldia Port, PS Haldia, Dist. Purba Medinipur was the owner of 1.000 decimal land at RS Plot No. 273 corresponding to LR Plot No. 273/695 of Mouza- Brajanathcahk, JL No. 196 under P.S. Haldia, in the Dist. Purba Medinipur, who obtained that land through registered Deed of Sale No. 1-4960/2017 of Additional Sub-Registrar Sutahata from Prodip Kumar Pramanik resident of Brajanathchak under P.S. Haldia in the Dist. Purba Medinipur.

Whereas upon receiving the said land Kallol Kumar Mishra muted his name with the Record of Rights having LR Khatian No. 60 and was in possession and enjoyment of same.

Whereas while possessing and enjoying the above said 1.000 decimal land Kallol Kumar Mishra sold, conveyed and transferred the same to Mohana Commercial Private Limited, a private limited Company having it's registered office at Stall No. B-37, Mohana Super Market, P.O. Haldia Township, P.S. Haldia, Dist. Purba-Medinipur, represented through it's Directors Sri Rarnkrishna Das Adhikary, S/o Late Hrishikesh Das Adhikary and Sri Dibyendu Jana, S/o Sri Panchanan Jana both of Stall No. B-37, Mohana Super Market; P.O. Haldia Township, P.S. Haldia. Dist. Purba Medinipur by executing a Deed of Sale on 19.12.2018 and registered before Additional District Sub-Registrar Sutahata having Deed No, I-110609470/2018 and entered in Book No. I, Volume No. 1106-2018, pages from 159544 to 159564 and lost his right, title and interest upon the said land for ever.

Whereas after purchasing the said property Mohana Commercial Private Limited muted his name in the record of right having LR Khatian No.1722 and is in possession and enjoyment of the said property uninterruptedly, peacefully, openly within the knowledge of all and was paying rent to the Government.

For MOHANA COMMERCIAL PVT. LTD.

Badli kary Director



Whereas in the above way Mohana Commercial Private Limited become the owner and occupier of total 45.875 decimal Rayati Bastu land in plot nos. 273, 273/422, 274/509, 422/628, 273/695, 273/700, 273/701 & 273/703 pertaining to present LR Khatian No. 1722 of Mouza- Brajanathchak, JL No. 196 under P.S. Haldia in the District of Purba Medinipur. They are in possession and enjoyment of the said property uninterruptedly, peacefully, openly within the knowledge of all and is paying rent to the Government.

Whereas Mohana Commercial Private Limited decided to develop the above said land by constructing a multi storied residential building thereupon.

Whereas Mahana Commercial Private Limited got sanctioned building plan for construction of residential building of height Basement + G+8 height over the above said 45.875 decimal land having permit no. 00009603 dated 08.03.2019 from Haldia Municipality having it's jurisdiction for the same.

Whereas Mohana Commercial Private Limited have already constructed the residential complex "CRYSTAL TOWER" which consist of car parking space, community hall. Caretaker's room, Toilet etc. on the ground floor and 7 types flat being A, B, C, D, E, F & G on the 1st floor to 8th floor.

whereas Mohana Commercial Private Limited has developed the said premises with the intent to sell the fiat/s and car parking space/s to the interested parties.

Whereas Mr. XXXXXXXXXXXXXXXXXXXX, Purchaser/s herein, came forward and express his/her willingness to purchase the self-contained Flat No. 'XX' having super built up area XXX sq, ft. corresponding to Built up area XXX sq. ft. and Carpet area- XXX sq. ft. on the XXXX floor together with 80 sq. ft. Car Parking Space No. XX on the ground floor, more specifically and particularly described in the schedule C, of the G+5 storied building "CRYSTAL TOWER", more specifically and particularly described in the schedule-B upon the

FOR MOHANA COMMERCIAL PVT. LTD.



above said 45.875 decimal land, more specifically and particularly described in the schedule A along with impartible and proportionate share & interest upon the above said land together with user of common portion and facilities available in the said residential project mentioned in schedule 'D' hereinafter appearing and offered maximum market price/ consideration value of Rs, XXXXXX/-(Rupees XXXXXXXXXXX) only.

Whereas Mohona Commercial Private Limited, the Owner/Developer/Vendor herein, 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, & conditions and covenants hereinafter appearing.

NOW THIS DEED OF SALE WITNESSETH:

a) Mohona Commercial Private Limited, the Owner/Developer/Vendor herein, does hereby sell, conveys, assigns and transfer in favour of Mr. XXXXXXXX, the Purchaser/s herein, ALL THAT the self –contained Flat No. XX having 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 80 sq. ft. Car Parking Space No. XX on the ground floor, more fully and particularly described in schedule- C hereinafter appearing, of the G+8 storied residential building "CRYSTAL TOWER", more fully and particularly described in schedule-B hereinafter appearing, upon a piece or parcel of Rayati residential land measuring 45.875 decimal in plot nos. 273, 273/422, 274/509, 422/628, 273/695, 273/700, 273/701 & 273/703 pertaining to present LR Khatian No. 1722 of Mouza-Brajanathchak, JL No. 196 under P.S. Haldia in the District of Purba Medinipur, West Bengal, more fully and particularly described in schedule 'A' hereinafter appearing along with impartible and proportionate share of land with user of all

For MOHAMA COMMERCIAL PVT. LTD.

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common portion & facilities described in the Schedule D, hereinafter referred to as the "Property" for the sake of brevity and all of the Vendor's right, title & interest in, over and to the Property for a total consideration of Rs. XXXXX/-(Rupees XXXXXXXX) 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 and Title 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 and Title 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.

- b) The Owner/Developer/Vendor has already received and accepted consideration/premium amount for the sell, convey 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 against the said Property, and the Owner/Vendor/Vendor does 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

FOI MOHANA COMMERCIAL PVT. LTD.

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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 left with no Rights and Title of any kind whatsoever in the Property.

d) Terms and conditions:

- 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 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.
- 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. That the Purchaser/s will form a registered Association with other Purchaser/s for repair & maintaining common facilities/areas as described in the schedule "D", but not exhaustive, of the complex and paying statutory taxes or other dues such as land rent, electric cable & water pipe line installation/maintenance charge etc.
- 5. That the Association of Flat Owners shall be the custodian of ail deeds and documents relating ting to Schedule "A" land and Schedule "B" building. They shall and will from time to time and

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at all times hereafter upon every reasonable and lawful request, and at the cost and expenses of the Purchaser/s unless prevented for reason beyond their control produce/deliver or cause to be produce/deliver all such deeds, documents.

- 6. That the Purchaser/s shall be liable to pay proportionate charges for maintaining and repair & maintenance of common portion & facilities. It is specifically mentioned that any damage to the roof to be repaired with the proportionate contribution by all figt owners.
- 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.
- 8. That the purchaser/s shall use the flat according to the building rules as may from time to time be farmed by the Government or the Municipal Authority having jurisdiction and according to the plans, specifications, elevations, designs and sections as have been sanctioned by the Government or by the Municipal Authority.
- That the Purchaser/s shall use the Flat purely for residential purposes and for no other purpose whatsoever.
- 10.That the said property is free from all charges, encumbrances, attachments and litigations and that the Owner/Developer/Vendor has full power and absolute authority to sell, convey and transfer the same.
- 11. That the Owner/Developer/Vendor has not been party or privy to any acts, matters and things whereby the Vendor is prevented from conveying and / or transferring the said property.
- 12.That the Purchaser/s observing and performing the several covenants & stipulations herein on his/her part contained shall peacefully hold and enjoy the said Property for ever without

For MOHANA COMMERCIAL PVT. LTD.

DAdlikan Director



- any eviction, interruption or disturbance by the Owner/Developer/Vendor or any person rightfully claiming under or trust for the Vendor.
- 13.The Purchaser/s will be within his right to sell, donate, exchange, mortgage, charge, attach, transfer the Property to any other person/s or party/parties. The new coming Purchaser/s, acceptor, occupier shall have to comply, observe and perform the conditions and covenants contained in this deed.
- 14. 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.
- 15. 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.
- 16. The Purchaser/s can mutate his name in the records of rights of BL& LRO and Haldia Municipality as well as obtained separate electric, telephone, cable and gas connection in the said flat without damaging or causing injury to the building.
- 17. That in the event of the demised premises 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, 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.
- 18. That the purchaser/s shall pay the flat Owners 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 Association shall take steps against him as per rules farmed by the Associations.

FOR MOHANA COMMERCIAL PVT. LTD.



Page-19

- 19. That the purchaser/s shall not make any addition or alteration to his property which may affect any right of the other Occupier or cause damage to the building.
- 20. 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 expecting in place reserved for such purpose and shall not keep any luggage or articles in common areas and/or otherwise cause obstruction to other occupant of the building.
- 21. That the purchaser/s cannot use coal or coke or any fuel material which cause smock nuisance but shall only use electricity, cooking gas or kerosene stove for cooking purpose likewise the purchaser shall not allow water or rain water or drain water to accumulate or allow the same to remain stagnant in the demised Property.
- 22. That the outward appearance of the said building shall be kept in uniform decoration and colour scheme and the purchaser shall not make any departure there from.
- 23. 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.
- 24. 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 from the flat-holder.
- 25. That the authorised 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

For MOHANA COMMERCIAL PVT. LTD.

Director



facilities therein or accessible there from or for making emergency repairs thereto in order to prevent any damage to the common areas and facilities of to others flats and the purchaser/s also shall have like rights as aforesaid.

- 26. That the Purchaser/s shall not be allowed to fix any hoarding in the building.
- 27. That the Purchaser/s shall not be allowed to keep any pet animal or birds in the common area.
- 28. 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.
- 29. That the Purchaser/s shall not do or cause to be done anything which would cause hindrance or obstruction of the common space or resulting inconvenience to others. The common space shall be used for which they are made.
- 30. The Purchaser/s shall have right to fix air-conditioner (either window AC or split AC) 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/Municipal Corporation.
- 31. 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.
- 32. That any notice to the Purchaser/s required to be served either by Owner/Developer/Vendor or by the association of flat owners by way of

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BACKLING

Director



request, demand or otherwise, may be given by leaving the same at or sending the same by post at the address of the Purchase/s herein mentioned, if not changed by giving written notice for the such change.

- 33. That the Purchaser/s shall comply with all the rules and regulations, which shall be made from time to time by the Owner/Developer/Vendor or the Association of the flat owners, as the case may be.
- 34. 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.
- 35. That the Owner/Developer/Vendor 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.

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

SCHEDULE 'A'

State- West Bengal, District- Purba Medinipur, Sub-Division- Haldia, Additional District Sub- Registrar Office -Sutahata, P.S. Haldia, Mouza-Brajanathchak, J.L.No.196, LR Khatian No. 1722, Plot No. 273, 273/422, 274/509, 422/628, 273/695, 273/700, 273/701 & 273/703, Total area- 45.785 decimal, Nature-Rayati Bastu under Ward No. 25 of Haldia Municipality which is butted & bounded by:

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North – House of Subhas Hazra.

South - Municipal Road.

East – Medical Shop & House of Khan Family.

West –Mud house of Jhantu Bera.

SCHEDULE 'B'

G+8 storied residential building "CRYSTAL TOWER", Ground floor - Car Parking space, community hall, Caretaker's room etc., 1st floor to 8th floor - Total Flats- 56 nos., Types-A, B, C, D, E, F & G.

SCHEDULE 'C'

All that self contained Flat No. XXX on the XXX floor of the multi storied building "CRYSTAL TOWER" having XXX sq.ft. approx. super built up area corresponding to XXX sq. ft. Built up area & XXX sq. ft. Carpet area consisting of XX nos. Bed Room, 1 no. Living cum Dining room, 1 no. Kitchen, XX nos. Toilet & XX nos. Balcony all having Marble floor together with 80 sq. ft. Car Parking Space No. XX on the ground floor having cemented floor with user of all common portion & facilities described in the schedule 'D' along with impartible and proportionate share and interest upon the A-schedule land.

SCHEDULE 'D'

COMMON AREAS & FACILITIES

- 1. Common lift.
- 2. Common roof.
- 3. Common corridor
- 4. Common stair and landing.

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- 5. Common Generator system.
- 6. Common Sewerage system.
- 7. Common water reservoir & pumps.
- 8. Common approach road/Barampath.
- 9. Common Entrance & stair case landing.
- 10. Common overhead tank & water supply line.
- 11. Common area for installation of individual box.
- 12. Common Meter box and wiring for common utility.

MEMO OF CONSIDERATION

Mohana Commercial Private Limited, Registered Office at Stall No. B-37, Mohana Super Market, P.O.-Haldia Township, P.S.-Haldia, Dist.-Purba Medinipur & Correspondence Office at 1st Floor, Landmark, Cluster-IX, P.O.-Haldia Township, P.S.-Haldia, Dist.-Purba Medinipur, do hereby acknowledge the receipt of total Rs. XXXXXXX/-/-(Rupees XXXXXXXXXX) only from Mr. XXXXXXXXXXXX (PAN-XXXXX), S/O- XXXXXXX, permanent resident of Vill: XXXX, P.O. XXXXXX, P.S. XXXXXX, Dist.-XXXXXXXXXX, Pin-XXXX on account of sale of above said self—contained Flat No. XX having super built up area XXX sq. ft. on the XXX floor along with 80 sq. ft. Car Parking Space No. XX on the ground floor of the G+8 storied residential building "CRYSTAL TOWER" at Brajanathchak, P.O. Haldia Port, P.S. Haldia, District of Purba Medinipur, PIN-721605 in the following manner:

Date

Cheque No.

<u>Bank</u>

<u>Amount</u>

FOR MOHANA COMMERCIAL PVT. LTD.



WITNESSES

١.

For MOHANA COMMERCIAL PVI. LTD.

BARLINEY

Director

VENDOR

2.

Drafted & prepared by:

(TAPAN SIKDAR)

Advocate/Haldia Court.

Enrolment No. WB-297/2003

This Deed of Sale contains total Paper and rest are demy papers. pages out of which 1 no. is Stamp

For MOHANA CUMMERCIAL PVT, LTD.

Director

THERCIAL OUT LINE