## **CONVEYANCE DEED**

ALL THAT piece and parcel of total land measuring about 28 Decimal in R.S. Khatian No- 138, L.R.Khatian No- 1855, 1848, 1852, 1849, 1856, 1850, 1853, 1857, 1858, 1847 & 1851, R.S. & Plot No- 123 Comprised within Mouza- Madanmohan, J. L. No- 308, Classified as- Vastu in the District of Paschim Medinipur, P.O.- Changual, P.S.- Kharagpur (Local), A.D.S.R.O.- Kharagpur, Gram Panchayet Office- Changual, Proportionate inseparable land, Homestead land, Rayat Sthitiban, flat being <u>Flat No:</u>

, Floor, super built up area measuring- sq. ft., Carpet Area- sq. ft., Comprising of covered Area of flat sq. ft. alongwith common area measuring: sq. ft., together with Small Size Four Wheeler Parking space sq. ft. (Approx.) in the Basement vide Parking No- of the building, Total valued at Rs.

only.

THIS DEED OF SALE is made on this day of November 2024 A.D.

#### <u>BETWEEN</u>

Mr. SATEESH SHUKLA, son of Mr. Rajen Shukla, by faith- Hindu, by Nationality-Indian, by occupation- Business, residing at 203, Beseeti Tower, Srinagar, P. O.-Dwarkanagar, P.S.- Visakhapatnam- 1 Town, District- Visakhapatnam, State-Andhra Pradesh, Pin No- 530001, PAN- FJFPS2968C duly Represented as "PARTNER" of Partnership Firm Under Name & Style as "S SQUARE CASTLE" PAN- AETFS5948E a Partnership Firm registered under the Indian Partnership Act having it's Registered Office at incorporated under the Companies Act, 1956, having its Registered Office at F1G1 Srinivasa Nagar, Bharath Nagar, Madhurawara, Visakhapatnam- 530048 — hereinafter called the DEVELOPER (which expression or term unless excluded by or repugnant to the subject or context be deemed to mean and include it's executors, legal representatives, successors in interest and assignees)

**OF THE FIRST PART and the Developer** entered into Development Agreement with the Owners by an **Development Agreement for Joint Venture** being No- 101002340, Dated : **17.03.2023** registered at A.D.S.R. Kharagpur being recorded in Book No- I, Volume No : **1010-2023**, Pages from **44531 to 44592** for the year of **2023 and lawful**, **constituent Development Power of Attorney, being No- 101002353**, Dated : **17.03.2023** registered at A.D.S.R. Kharagpur being recorded in Book No- I, Volume No : **1010-2023**, Pages from **44499 to 44530** for the year of **2023** for **(1) Mr. SHIB NARAYAN MAITY, son of Krishnarjun Maity**, by faith- **Hindu**, by Nationality- **Indian**, by occupation- **Service**, residing at **Keshrambha**, P.O.- **Keshrambha**, P.S.- **Dantan**, Dist- **Paschim Medinipur**, Pin No- **721451**, PAN- **AUHPM9555B**.

(2) Mr. A. K. S. PRAKASH, son of Appalla Venkata Rao, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 534/2 Arambati, Near Tengra Hat, P.O.- Nimpura, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No-721304, PAN- BCRPP8065L.

(3) SMT. D. NAGA SAI VANI, wife of D. Jaydev, by faith- Hindu, by Nationality-Indian, by occupation- House wife, residing at NS1/4, Unit No.- 04, Ward No.- 18, Near Printing Press, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721301, PAN- BPOPV8552G.

(4) Mr. K. BHANU PRAKASH, son of Late Kabiyala Venkata Ramana Murty, by faith- Hindu, by Nationality- Indian, by occupation- Service, residing at H. No.- 5, Near Kailash Oil Mill, Gatarpara, Ward No.- 16, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721301, PAN- BNAPP1509F.

(5) SMT. E. RADHIKA, wife of E. Sudarsan Rao, by faith- Hindu, by Nationality-Indian, by occupation- House wife, residing at NS/1/4, Unit No.- 02, Ward No.- 18, New Settlement, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721301, PAN- FEKPR3969J.

(6) SMT. MAMPI SARKAR, wife of Asis Kumar Sarkar, by faith- Hindu, by Nationality- Indian, by occupation- Private Service, residing at Susamapally, P.O.-Nimpura, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721304, PAN-BELPS0338P.

(7) SMT. A. NAVA DURGA, wife of APC Tulasi Kumar, by faith- Hindu, by Nationality- Indian, by occupation- House wife, residing at RIy. Qrt. No.- 303/A, Unit No.- 03, South Side, Near SBI Bank, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721301, PAN- BINPD3276K.

(8) SMT. DEBALINA DAS, wife of Subhas Bera, by faith- Hindu, by Nationality-Indian, by occupation- Service, residing at Rajagram, P.O.- Kharagpur, P.S.-Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721301, PAN- BEOPD6715G.

(9) SMT. BODDEPALLI PRABHA, wife of Boddepalli Venkata Rao, by faith- Hindu, by Nationality- Indian, by occupation- House wife, residing at H. No.- 798/1, Sukantapally, Ward nO.- 11, Malancha, P.O.- Nimpura, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No- 721304, PAN- GHZPP5683N.

(10) SMT. KALYANI DAS, wife of Sri Prabodh Das, by faith- Hindu, by Nationality-Indian, by occupation- House wife, residing at Ergoda, P.O.- Ergoda, P.S.- Binpur, Dist- Jhargram, Pin No- 721505, PAN- BJIPD6152N.

(11) SMT. BIJALI DAS, wife of Jayanta Kumar Das, by faith- Hindu, by Nationality-Indian, by occupation- House wife, residing at Kharida Kumarpara, Ward No.- 9, P.O.- Kharagpur, P.S.- Kharagpur (Town), Dist- Paschim Medinipur, Pin No-721301, PAN- ATVPD8314Q, —hereinafter called the VENDORS/SELLERS (which expression or term unless excluded by or repugnant to the subject or context be deemed to mean and include it's executors, legal representatives, successors in interest and assignees) OF THE SECOND PART. <u>AND</u>

(1) Mr. , by profession-, son of , by , by nationality- Indian, resident of , P.O.religion-, P.S.-, Dist-. State-, Pin-, PAN-(2) Mrs. , wife of , by profession-, by religion-, by nationality- Indian, resident of , P.O.-, P.S.-, State-, Dist-, Pin-, PAN-. — hereinafter called the VENDEES/PURCHASERS (which expression or term unless excluded by or repugnant to the subject shall mean their heirs, and legal representatives) OF THE THIRD PART.

WHEREAS a piece of land situated in District- Paschim Medinipur, P.O.-Changual, P.S.- Kharagpur (Local), A.D.S.R.O.- Kharagpur, Mouza- Madanmohan, J.L No- 308, R.S. Khatian No- 138, L.R.Khatian No- 7486 & 7485, R.S. & L.R. Plot No-123, Measuring- 28 Decimals of land Classified as- Bastu, more fully described in the schedule below henceforth for the convenience of this Memorandum of agreement for sale the same shall be referred to as the below schedule property and as more fully described in the schedule below.

WHEREAS the schedule property alongwith 1 Acre 10 Decimal property was the purchased property of Sri Kartick Chandra Maji, son of Late Kalipada Maji through registered deed of sale being No- 653, dated- 13.03.1980 registered at A.D.S.R. Kharagpur and purchase from Prankrishna De, son of Late Maheswar De and subsequently said Sri Kartick Chandra Maji, son of Late Kalipada Maji recorded his name in the L.R.R.O.R. Settlement Record under L.R. Khatian No- 48, Area- 1 Acre 10

Decimal and by virtue of that purchase deed and L.R. Record said Sri Kartick Chandra Maji, son of Late Kalipada Maji became the absolute owner of the schedule property alongwith other properties and while they were in jointly possession over the said schedule property along with other properties, he sold out 25.20 Decimal property to land owners No. 1, 2, 3, 4, 5, 6, 7, 8 & 9 Mr. Shib Narayan Maity, A. K. S. Prakash, Smt. D. Naga Sai Vani, Mr. K. Bhanu Prakash, Mrs. E. Radhika, Mrs. Mampi Sarkar, Mrs. A. Nava Durga, Mrs. Debalina Das & Mrs. Boddepalli Prabha through registered deed of sale being No- 101005176, dated- 28.07.2021 registered at A.D.S.R. Office Kharagpur through "A" schedule being recorded in Book No- I, Volume No-1010-2021, Pages from 125481 to 125524 in the year of 2021 and he also sold out 2.80 Decimal property to land owners No. 10 & 11 Smt. Kalyani Das & Smt. Bijali Das through registered deed of sale being No- 101005176, dated- 28.07.2021 registered at A.D.S.R. Office Kharagpur through "B" schedule being recorded in Book No- I, Volume No- 1010-2021, Pages from 125481 to 125524 in the year of 2021 and subsequently the land owner No. 1 Mr. Shib Narayan Maity recorded his share in his name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1855, Area- 03 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 2 A. K. S. Prakash recorded his share in his name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1848, Area- 03 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 3 D. Naga Sai Vani recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1852, Area- 03 Decimal out of 0.0128 share of 2 Acre 20 Decimal, land owner No. 4 Mr. K. Bhanu Prakash recorded his share in his name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1849, Area- 03 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 5 Mrs. E. Radhika recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1856, Area- 02 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 6 Mrs. Mampi Sarkar recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1850, Area- 03 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 7 Mrs. A. Nava Durga recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No-1853, Area- 03 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 8 Mrs. Debalina Das recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1857, Area- 02 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 9 Mrs. Boddepalli Prabha recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1858, Area- 03 Decimal out of 0.0127 share of 2 Acre 20 Decimal, land owner No. 10 Smt. Kalyani Das recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1847, Area- 01 Decimal out of 0.0063 share of 2 Acre 20 Decimal & land owner No. 11 Smt. Bijali Das recorded her share in her name in the present L.R.R.O.R. Settlement Record under L.R. Khatian No- 1851, Area- 02 Decimal out of 0.0064 share of 2 Acre 20 Decimal and by virtue of that purchase deed and L.R. Records land owners became the jointly absolute owners of the 28 decimals in R.S. & L.R. Plot No- 123 under R.S. Khatian No- 138, L.R. Khatian No- 1855, 1848, 1852, 1849, 1856, 1850, 1853, 1857, 1858, 1847 & 1851, Raiyati Satta. R.S. & L.R. Plot No-123 within Mouza- Madanmohan, J. L. No- 308 under P.S.- Kharagpur (Local), Dist-**Paschim Medinipur** and they have been possessing the said schedule property with absolute right, title, interest and with every right of transferred as the case may be and they have been possessing the said property without any litigation and lien etc. uptill now by paying usual rent / Khajana at the Shresta of State of West Bengal.

AND WHEREAS in exercise of their right, title, interest and possession said Mr. Shib Narayan Maity, A. K. S. Prakash, Smt. D. Naga Sai Vani, Mr. K. Bhanu Prakash, Mrs. E. Radhika, Mrs. Mampi Sarkar, Mrs. A. Nava Durga, Mrs. Debalina Das, Mrs. Boddepalli Prabha, Smt. Kalyani Das & Smt. Bijali Das filed application before the Midnapore Kharagpur Development Authority for use of the land for a

residential building and the Midnapore Kharagpur Development Authority accorded their necessary approval for the use of land for a residential purpose under Memo No : 1169/MKDA/23, Dated : 10.04.2023 and thereafter said Mr. Shib Narayan Maity, A. K. S. Prakash, Smt. D. Naga Sai Vani, Mr. K. Bhanu Prakash, Mrs. E. Radhika, Mrs. Mampi Sarkar, Mrs. A. Nava Durga, Mrs. Debalina Das, Mrs. Boddepalli Prabha, Smt. Kalyani Das & Smt. Bijali Das Conversion the said land "Jal" to "Vastu" land at Office of the Block Land & Land Reforms Officer vide Memo No- 642, dated 02.05.2023 in the name of Mr. Shib Narayan Maity and vide Memo No- 632, dated 02.05.2023 in the name of A. K. S. Prakash and vide Memo No- 639, dated 02.05.2023 in the name of Smt. D. Naga Sai Vani and vide Memo No- 638, dated 02.05.2023 in the name of Mr. K. Bhanu Prakash and vide Memo No- 640, dated 02.05.2023 in the name of Mrs. E. Radhika and vide Memo No- 639, dated 02.05.2023 in the name of Mrs. Mampi Sarkar and vide Memo No- 635, dated 02.05.2023 in the name of Mrs. A. Nava Durga and vide Memo No- 634, dated 02.05.2023 in the name of Mrs. Debalina Das and vide Memo No- 630, dated 02.05.2023 in the name of Mrs. Boddepalli Prabha and vide Memo No- 631, dated 02.05.2023 in the name of Mrs. Smt. Kalyani Das and vide Memo No- 633, dated 02.05.2023 in the name of Smt. Bijali Das.

AND WHEREAS said "S SQUARE CASTLE" while in exercise of such right, title, interest and possession they herein got a plan sanctioned from Changual Gram Panchayet Pradhan, vide Memo No- 96/IGP-23, dated- 17.05.2023, from Additional Executive Officer, Paschim Medinipur, Zilla Parishad, vide Memo No- 139/EE/Purta, dated- 16.08.2024 and the Panchayet & Rural Development Department granted the Building Plan vide No- 4447-RD-P/RIDF/IV-43/2024, dated- 11.09.2024 and Office of the Paschim Medinipur Zilla Parishad granted the Building Plan vide No-462/1(2)/Purta, dated- 01.10.2024 for the LG + G + 5 Multi-Storied Building comprising self-contained flats and Parking Space for small size cars to be allotted to the intending purchasers in the Basement of the Multi-Storied Building. AND WHEREAS in exercise of their right, title, interest and possession said "S SQUARE CASTLE" filed application before the Office of the Divisional Fire Officer, Paschim Medinipur for Fire Sefety Recommendation for the proposed construction of LG + G + 5 Multi-Storied Building and the Office of the Divisional Fire

*Officer, Paschim Medinipur* accorded the necessary approval for Fire Sefety Recommendation under Memo No. 0125186231500265, Dated :14.10.2023 and paying the charges at the Office of the Divisional Fire Officer, Paschim Medinipur.

WHEREAS the first part being the Vendors / Sellers / Developer entered into Development Agreement with the Owners Mr. Shib Narayan Maity, A. K. S. Prakash, Smt. D. Naga Sai Vani, Mr. K. Bhanu Prakash, Mrs. E. Radhika, Mrs. Mampi Sarkar, Mrs. A. Nava Durga, Mrs. Debalina Das, Mrs. Boddepalli Prabha, Smt. Kalyani Das & Smt. Bijali Das through registered Development Agreement vide deed No. 101002340, Dated : 17.03.2023 registered at A.D.S.R. Kharagpur being recorded in Book No- I, Volume No : 1010-2023, Pages from 44531 to 44592 for the year of 2023 and thereafter the said Vendors / Sellers / Developer entered into Development Power of Attorney After Development Agreement with the owners Mr. Shib Narayan Maity, A. K. S. Prakash, Smt. D. Naga Sai Vani, Mr. K. Bhanu Prakash, Mrs. E. Radhika, Mrs. Mampi Sarkar, Mrs. A. Nava Durga, Mrs. Debalina Das, Mrs. Boddepalli Prabha, Smt. Kalyani Das & Smt. Bijali Das through registered Development Power of Attorney After Development Agreement vide deed No. 101002353, Dated : 17.03.2023 registered at A.D.S.R. Kharagpur being recorded in Book No- I, Volume No : 1010-2023, Pages from 44499 to 44530 for the year of 2023.

WHEREAS by a Memorandum of Agreement the vendors and the Developer agreed to sell and the purchasers agreed to purchase a flat being Flat No: , Floor, of the residential building in the Plan Lay Out, super built up area measuringsq. ft., Carpet Area- sq. ft., Comprising of covered Area of flat sq. ft. alongwith common area measuring: sq. ft., together with Small-Size Four Wheeler Parking space sq. ft. (Approx.) in the Basement vide Parking No- of the building within the Housing Complex more fully described in the schedule **"B**" below and shown in the annexed drawing as schedule **"B**" referred to in this deed along with proportionate Common Area **sq. ft.** more fully described in the schedule **"C**" below, together with proportionate inseparable land, Homestead land, Rayat Satta, as referred to as the schedule **"A**" property henceforth the said land on which the said flat is constructed shall be referred to as the schedule **"A**" Property along with all rights in common, in the common areas in the said building at a price of Rupees:

only as the vendors and developer agreed to transfer un-divided inseparable proportionate share/right, title, interest and possession of land attributable to the said flat &Small Size Four Wheeler Parking more fully described below in schedule "**B**" hereunder written and hereafter be referred to as the **SAID FLAT.** (The said flat and the said common facilities, together with the said un-divided inseparable proportionate share of land on which the said premises is constructed shall hereinafter collectively be referred to as the **SAID PROPERTY** for a total consideration of Rs.

only.

**WHEREAS** the vendors & Developer has already delivered the peaceful vacant physical possession of the said property to the purchasers against receiving the agreed consideration in full and final.

**WHEREAS** the purchasers have now called upon the vendors & the Developer to execute the register a proper deed of conveyance to complete the sale and transfer the said property in favour of the purchasers as such that the purchasers shall own and possess the said property absolutely free from all encumbrances from generation to generation altogether.

**NOWTHIS INDENTURE WITNESSETH** that in pursuance of the said agreements and in consideration of the said total sum of Rs. only which the purchasers have **paid to the Developer** as consideration money for the said flat &Small-Size Four Wheeler Parking space in the Basement within the Housing Complex referred to as Schedule **"B**" the common areas in the building to the vendors & the Developer referred to as Schedule **"C**" along with the said un-divided proportionate share of land referred to as Schedule **"A**" attributable to the said flat (the receipt whereof the vendors and the Developer hereby and also by a separate receipt hereunder written admit and acknowledge to have received the same) and the Vendors and the Developer in term and compliance of the said agreements and with consent and in concurrence of each other, doth hereby acquit the release and discharge forever the said flat measuring about Sq. ft. covered area and Small-size Four Wheeler Parking space

sq. ft. in the Basement vide Parking No- within the Housing Complex referred to as schedule **"B**" along with inseparable proportionate common area of measuring sq. ft. referred to as schedule **"C**" along with inseparable proportionate un-divided share of right, title, interest and possession of land attributable thereto at Premises No (to be numbered by Changual Gram Panchayet after the execution of this deed) to the said flat referred to as schedule **"A**" property, **TOGETHER WITH** the right to the other common portion of the said building and/or the said premises (more fully and particularly descried in the schedule **"C**" hereunder written) **TO HAVE AND TO HOLD** the said property hereby granted sold conveyed transferred assigned and assured and every part or parts thereof respectively absolutely, forever and free from all encumbrances, from generation to generation with the full power to sell, bequeath, gift, mortgage etc.

# THE VENDORS AND THE DEVELOPER DOTH HEREBY DECLARE TO THE PURCHASERS as follows:

- Ι. That the Vendors and the Developer seized and possessed of well and sufficently entitled to the said property together with the benefit of the said sanctioned plan hereby sold granted conveyed transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use trust whatsoever and the Vendors and the Developer has now good rightful power and absolute authority to sell, grant, convey, transfer, assign and assure the said property hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto the purchasers AND ALL the estate right title interest property claim and demand whatsover of the Vendors and the Developer into or upon the said property **TOGETHER WITH** their and every of their respective right liberties and appurtenances free from all encumbrances, trust, liens and attachments lispendences whatsover AND TOGETHER WITH easements or connection with the beneficial use and enjoyment of the said property to the use of the purchasers together with the benefit of the said sanctioned plan absolutely in manner aforesaid free from all encumbrance and liabilities whatsoever.
- II. That the purchasers, shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive the rents issues and profits thereof without any lawful eviction interruption

claim or demand whatsoever from or by the Vendors and the Developer or any persons lawfully or equitably claiming through under or in trust for them.

- III. That free and clear and clearly and absolutely exonerated and discharged from or by the Vendors and the Developer or their predecessors-in-titles and well and sufficiently saved defended kept harmless and indemnified from and against all manner of former or other estates right, title, interest, liens, charges and encumbrances whatsoever created made done occasioned or suffered by them or any of their predecessors-in-title or any persons rightfully claiming from under or in trust for them.
- IV. That the Vendors and the Developer and all persons claiming any right or interest in the said property through from under or in trust for the Vendors and the Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts deeds and things for more perfectly assuring the said property hereby conveyed unto the purchasers which may be reasonable required.
- V. The Vendors and the Developer shall not do anything whereby the rights of the purchasers hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the purchasers as purchasers and as a co-owners.

# THE PURCHASERS DOTH HEREBY INDEMNIFY THE VENDORS AND THE DEVELOPER as follows:

- 1. The purchasers shall keep the Vendors and the Developer indemnified against all losses damages in respect of the said property and/or part thereof which may incur due to the act done or committed by the purchasers.
- The purchasers shall not do any such act or take any steps whereby the right of the owners and/or occupiers of the other portion of the building may be prejudiced.
- 3. The purchasers shall observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said flat and common expenses proportionately and all other out goings in connection with the said flat and the said new building proportionately.
- 4. The purchasers have already received possession of the said property and they will not raise any other or further claim for the same. The purchasers declare that the are fully satisfied with the construction work, materials, specifications, electrification, water connection, sanitary fittings including the dimension of the land being schedule "A", dimention of the common area being schedule "C", and the dimension of the covered area of the Flat being schedule "B" and whatsoever and henceforth will never claim or demand for any repair patch work for doors and windows of whatsoever works and the Vendors and the Developer will not be liable for any work henceforth.

- 5. The Purchasers will not for any reason whatsoever obstruct the Vendors and the Developer in his transferring the flat, common area, proportinate area of land in the said building.
- 6. The purchasers agree that the common space shall be used commonly with the other co- owners of the said premises.
- 7. The purchasers agree that the ultimate roof shall be used commonly with the other co-owners/ co- occupiers of the said building and the maintenance of the said ultimate roof to be proportionately borne by the purchasers with the other co-owners/ co- occupiers.
- 8. Till the Said flat is separately assessed and/or mutated in respect of any taxes or impositions, the purchasers shall bear and proportionate share or rates and taxes from the date of possessions of the flat.
- 9. Up on mutation and separate assessment of the said flat the purchasers shall pay wholly all rents and impositions in respect of the said flat and proportionate in respect of the common portions.
- 10. The purchasers shall not any time claim partition of the said un-divided proportionate share in the land and/or in the common parts and/or in any of the common areas which the purchaser will enjoy in common with co-owners.
- 11. That It is covenanted by & between the parties to this deed that the purchasers do hereby barred by the terms and conditions hereunder imposed on him that in future the purchasers shall neither be able to delienate / dispose / sell their flat to

any person / persons under commercial purpose of utilisation of such flat by the intended purchaser/s, nor shall be able to lease out or rental basis for commercial purpose in future except residential basis only.

## THE PURCHASERS SHALL REGULARLY AND PUNCTUALLY PAY:-

- 1. The proportionate share of the common expenses.
- 2. All costs of the maintenances, opening, replacing, repairing, white washing, painting, decorating, re-decorating, re-construting, lighting, the common portions and common areas of the said building.
- 3. The salary of all persons, employed for the common purpose including drowns, security personnel, sweepers, plumbers, electrcians etc.
- 4. Insurance premium for insuring the building, if any.
- 5. All charges and deposits for the common utilites to the said building and/or the premises.
- 6. Whatsoever taxes payable to Changual Gram Panchayet and/or any other Local authority and/or any other competent authority in respect of the land and the said building save as those separately assured on the purchasers flat.
- 7. Cost of formation and operation of the association of the flat owners within the complex.

- 8. Cost of running, maintaining, repairs and replacement of transformers, pumps and other common installations including their license fees, taxes and other levies, if any.
- 9. Electricity charges for electrical energy consumed for the operation of the common services.
- 10. All litigations, expenses incurred for the common purposes and related to the common use and enjoyment of the common portions.
- 11. All other taxes, expenses, rates, other levies, etc. as may be necessary of incidental or liable to be paid by the flat owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodical repairing of the common portions.

# <u>SCHEDULE</u> "A" AS ABOVE REFERRED TO INSEPERABLE PROPORTIONATE <u>RIGHT, TITLE, INTEREST ON</u>

ALL THAT piece and parcel of land measuring about 28 Decimal in R.S. Khatian No-138, L.R. Khatian No- 1855, 1848, 1852, 1849, 1856, 1850, 1853, 1857, 1858, 1847 & 1851, R.S. & L.R. Plot No- 123 Comprised within Mouza- Madanmohan, J. L. No- 308, Classified as- Vastu in the District of Paschim Medinipur, P.O.- Changual, P.S.-Kharagpur (Local), A.D.S.R.O.- Kharagpur, Gram Panchayet Office : Changual, Proportionate inseparable land, Homestead land, Rayat Sthitiban, is attributable to the premises, Under Changual Gram Panchayet, on which a LG + G + 5 (B + G + 6) Residential building alongwith the easement right of egress and ingress, drainage facility whatsoever on the under the road lying or situate in the adjacent to the said premises and the said premises is now butted and bounded as shown in the annexed drawing:-

#### **BUTTED & BOUNDED BY:**

North- 20 ft. wide proposed kancha Road. South- Rest Land of Plot No- 123. East- Nayanjuli. West- Rest Land of Plot No- 123.

#### SCHEDULE "B" AS ABOVE REFERRED TO

THAT the Flat bearing Flat No: Floor, of the residential ALL , building in the Plan Lay Out of the said premises on the land piece or parcel of homestead land a piece of land in 28 Decimal in R.S. Khatian No- 138, L.R. Khatian No-1855, 1848, 1852, 1849, 1856, 1850, 1853, 1857, 1858, 1847 & 1851, R.S. & L.R. Plot No- 123, Area- 28 Decimal Comprised within Mouza- Madanmohan, J. L. No- 308, Classified as- Vastu in the District of Paschim Medinipur, P.O.- Changual, P.S.-Kharagpur (Local), A.D.S.R.O.- Kharagpur, Gram Panchayet Office : Changual, Proportionate inseparable land, Homestead land, Rayat Sthitiban, as stated in the Schedule- A under Changual Gram Panchayet alongwith proportionate area of Stair Case, lobby, passage in the said premises attributable thereto together with the right in common to use the common area in the landing the said new building under the name and style of "2 SQUARE" and the said premises consisting of: Bed Rooms, Living cum Dining, Toilet-cum-bath, Kitchen, Balcony, **Utility** covered area of flat

Measuring **sq. ft. + sq. ft.** common area, super built up area measuring**sq. ft.**, carpet area measuring- **sq. ft.** together with sMALL-Size Four Wheeler Parking space **sq. ft.** (Approx.) in the Basement vide Parking No- within the Housing Complex as shown in the annexed drawing as Schedule **"B**" (only the covered area).

#### Tiles flooring residential building

## SCHEDULE "C" AS ABOVE REFERRED TO

#### (COMMON PARTS)

- 1. The expenses for maintaining, repairing, decorating etc., of the main structure and in particular the road quarters and drains, water pipes, electrical wire in the under or upon the building and enjoyed or used by the purchaser in Common with the other occupiers or purchasers of the other units/ parking space and the main stair case, entrances, passages, landings and the building and boundary walls and compounds etc.
- 2. The cost of clearing the lighting the passages, landing, staircase and other common parts of the building as enjoyed or used by the purchaser in common as aforesaid.
- 3. The cost of the decorating the exterior of the building.
- 4. The cost of the salaries of clerks, bill collectors, Chowkidars, sweepers, etc.

- 5. The cost of working and maintenance of generators, T.V. antenna system, electrical installations etc. and other lights and service charges.
- 6. Kharagpur Municipality and other taxes/levies.
- 7. Insurance of the building if any.
- 8. Cost of water or electricity meters and/or deposits for water and electricity.
- 9. Sinking fund and other expenses as are necessary or incidental for the maintenance and up-keep of the building as may be determined by the Developer in its absolute discretion.
- 10. All other cost, deposits and expenses are thus exempted under this present.
- 11. Common Lift.
- 12 Common Generator.

#### FITTING SPECIFICATIONS/FEATURES

- A. Structure: i) Earthquake Resistance Structure.
  - *ii)* Wind Resistance Structure.

*iii)* R.C.C. Framed Structure in accordance with ISI codes of practices.

- iv) Steel : Fe 500 TMT Rebar's.
- v) Cement : Ultratech 53 grade.
- **B.** Super Structure: i) External walls shall be 6 inches Bricks.
  - *ii)* Internal walls shall be 4 inches Bricks.

C. Plastering:

 i) External plastering shall be with 1 : 4 cement morter proportion.
 ii) Internal plastering shall be with 1 : 4 cement morter proportion.

D. Doors:
 i) Main Door : Teak wood frame, section : 7 inch x 3.5.
 ii) Internal Doors : Flush Doors.
 iii) Doors fitting : Brass/CP Brass with Godrej Lock & Grand handle.

*E. Windows:* UPVC windows with Grills.

- F. Painting:i)External : Berger water proof Putty + Primer + 2<br/>coats Acrylic exterior-Emulsion.
  - *ii)* Internal & Celing : Berger water proof Putty + Primer
     + 2 coats Acrylic exterior-Emulsion.
- **G. Flooring:** 600MM x 600MM verified Tiles (Brand- Kajaria / Johnson / RAK, Primium Project Series).
- H. Balcony & Utility: 300MM x 600MM Ceramic Tiles (Brand- Kajaria / Johnson / RAK, Primium Project Series).
- I. Corridors & Stair

Case Lift Lobbies : Granite.

J. Kitchen :	300MM x 600MM Glazed Ceramic Tile, dado above Kitchen
	Platfrom. Granite Platfrom with Black / Cats eye. Steel Sink.
K. Toilet:	The dado upto 7 ft. hight wall tiles of 300MM x 600MM size,
	300MM x 300MM anti-skid ceramic tiles flooring.

- J. Sanitary & Plumbing: i) Cascade floor ceramic cistern WC.
  - *ii)* Hot and cold water mixer with shower.
  - iii) Geyser points.
  - iv) Health faucet.

 v) Water Supply : CPVC Piping (4kgs) (Sudhakar / Ashirwad / Astral).

vi) Drainage : (4kgs) Sudhakar / Ashirwad / Astral piping ISI mark of PVC/SWG sanitary piping.

vii) Wash Basin : All toilets, Dining (branded make of Jaquar) Clarion Project Series. No Choice for selection of Sanitarv & Plumbing items.

- K. Electrical: i) ISI mark cables (Finolex or it's equivalent).
  - *ii)* Miniature Circuit Breakers (MCB) Legrand brand

*iii)* Generator will be provided for Lights in flats, common areas & Lift.

- iv) 24 Hours Power backup.
- v) Modular Switches: Finolex / Legrand

L. Sockets :

- i) Kitchen : Chimney (5 amp);
- *ii)* **Refrigerator** : 15 amp;
- *iii) Mixer-Grinder :* 15 amp;
- iv) Aquaguard : 5 amp;

V)	Electrical	Cooker	: 5 amp;
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vi) Exhaust Fan Point.

*vii)* **Bedrooms** : 5 amp. sockets for Air Conditioner in all Bed Rooms and for water Heater in all Bathrooms, two 5 amp. sockets in all Bedrooms & one 5 amp. socket in Dinning.

*viii)* Living Room : TV and entertainment system sockets in all hall. One table light point, one cfl point, one fan point and one bed light point in all rooms.

*ix)* One builb point at the main door.

*x)* One Telephone land line point in hall and master Beed Room.

*xi)* Cable : One Cable TV point in Living Room

*M. Passenger Lift :* Johnson / Otis Lift with ARD Technology.

- **N. Generator :** Kirloskr.
- **O. Conventional Power :** Solar Water heaters & Solar Power Net Metering.
- *P. Security :* CCTV & Intercom facility.
- **Q. Water Proofing:** i) Dr. Fixit LW+ will be used for all the slabs, Brick work and Plastering.
  - *ii)* All the washrooms will be Waterproofed by Grouting.
- **R.** Additional Features: i) Granite slabs for all window bottoms.

ii) Cellar Tiles.

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1.

- *iii)* Smooth Putty finished for the interior & exterior.
- *iv)* Pest control for Three times till Stilt level.

# THE THIRD SCHEDULE ABOVE REFERRED TO:

#### (COMMON PORTIONS)

**AREAS** a) Entrance and Exits to the Primises and the New Buildings/ Blocks.

b) Boundary walls and main Gate of the Primises.

*c)* Stair Case, Stair Head Room and Lobbis on all the floor of the new Buildings / Blocks.

d) Entrance Lobby, Electric / Utility Room,Water Pump Room, Generator Room (if any).

e) Common installations on the roof.

f) Roof above the top floor of the New

Buildings.

g) Common Lavatory.

#### WATER PLUMBING AND DRAINAGE:

a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and or exclusively for its use).

**b**) Water supply system.

c) Water pump, undergroung and overhead water reservoir together with the common plumbinginstallations for carriage of water (save only those as are within the exclusive area of any Unit/or exclusively for its use).

#### ELECTRIC INSTALLATION:

*a)* Electrical wiring and other fitings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).

**b)** Lighting of the Common Portions.

*c)* Electrical installations including Transformers etc, relating to receiving of electricity from suppliers and meaters for recording the supply.

**OTHERS**:

2.

3.

4.

Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the promises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

#### Note:-

- 1) The details, accessories shown in this brochure are indicative and the promoters reserved the right to make any addition and alterations to the specifications.
- 2) Registration, Municipal Water and WBSEB connection charges are extra.
- 3) The brochure does not constitute a legal offer.

# MEMO OF CONSIDERATION

**RECEIVED** from the within named Purchasers the within mentioned sum of Rupees only as consideration money for the said flat and Small-

Size Four Wheeler Parking area in the following manner:-

1)

2)

3)

**IN WITNESSES WHEREOF** both the parties hereto have hereunto set and subscribed their respective signature and seals to these presents the day, month and year first above written.

## <u>Witnesses</u> :

1.

2.

Drafted By :

Koushik Kar

# Advocate

Enrolment No- WB/1517/2014

Judge's Court, Midnapore

Type By:

Mithun Karan

This Deed of sale consists of **32 (thirty two)** pages including **1 (one)** number of Non-Judicial Stamp Paper along with **one** pages of fingers impression of the Vendors, Developer and the Vendees has been annexed hereto and **two** pages for flat & Parking sketch, Red wash map annexed hereto, forming part of the Deed.