

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE made this**  
**\_\_\_\_\_ Day of September, 2023 (\_\_\_\_\_)**

### **BETWEEN**

**M/S PRAGATI INFRA, (PAN ABBFP4324J)**, a partnership firm and having its registered office at Malancha Road, Post Office Nimpura, Police Station Kharagpur, Kharagpur, Pin-721301, represented by its partners **SHRI.TARUN KUMAR MALU**, son of Late Sukhlal Malu PAN - AILPM0852D,

AADHAR No- 7693-8502-1544 and Mobile No-9332161621, by faith Hindu by Nationality Indian by occupation Business, residing at H.No- 248/215, Ward No-16, Malancha Road, P.O- Nimpura, P.S\_ Kharagpr (Town), DIst- Paschim Medinipur, Pin-721304 **AND SMT. KAMALA MALU** W/O- Tarun Kumar Malu Pan No- AEWPM2236A and Aadhaar no..... Residing at H.No- 248/215, Ward No-16, Malancha Road, P.O- Nimpura, P.S- Kharagpur (Town), DIst- Paschim Medinipur, Pin-721304 **SMT. T.USHA RANI** wife of A.K.Tadi resident of Holding No- 248/215, Ward No-16, Malancha Road, P.O- Nimpura, P.S- Kharagpur, Dist- Paschim Medinipur, West Bengal, Pin-721304, by faith – Hindu, by Nationality – Indian, by Profession – Business, having Income Tax **PAN No – BGUPR3204E** and Aadhaar no.....and **SHRI. P.PRASHANT KUMAR** son of Lt.Srinivasa Rao Pan No. BXCPK3628N and Aadhaar no.....residing at H.No- 248/215, Ward No-16, Malancha Road, P.O- Nimpura, P.S- Kharagpr (Town), DIst- Paschim Medinipur, Pin-721304 hereinafter referred to as the **DEVELOPER/BUILDER** (which expression or term unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, legal representatives, successors in interest and assigns) of the **FIRST PART**.

**AND**

1. **MRS. SUJATA MONDAL**, (Aadhaar no. \_\_\_\_\_)  
Wife of Tapas Kumar Mandal, aged about 58 Years,  
residing at Flat No-1 C, Near Maruti Showroom, Bulbulchati,  
P.O-Kharagpur, Dist - Paschim Medinipur, Pin - 721301 , (PAN  
\_\_\_\_\_),

2. **MRS. TAPAS KUMAR MANDAL**, (Aadhaar no. \_\_\_\_\_)  
son of Sri Nirapada Mandal, aged about 65 Years,  
residing Flat No-1 C, Near Maruti Showroom, Bulbulchati,  
P.O- Kharagpur, Dist - Paschim Medinipur, Pin - 721301, (PAN  
\_\_\_\_\_), hereinafter called the "**PURCASER**"  
(which expression shall unless repugnant to the context or meaning  
thereof be deemed to mean and include his/her heirs, executors,

**OWNERSHIP DETAILS**

**WHEREAS** Smt. Parbati Charan Mondal sold a piece and  
parcel of land measuring 13 Decimals be the same a little more  
or less situated in District – Paschim Medinipur, P.O.- Kharagpur,  
P.S. - Kharagpur , comprised in Mouza – Kaushallya, J.L. No. 311,  
R.S. Plot No. 589, R.S. Khatian No. 153 and in favour of Smt.

Chabi Rani Kundu by the Sale Deed executed and registered on 12.09.1970 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 3166 for the year 1970.

**WHEREAS** Smt. Parbati Charan Mondal sold piece and parcel of land measuring 05 Decimals be the same a little more or less situated in District – Paschim Medinipur, P.O. - Kharagpur, P.S. - Kharagpur, in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589, R.S. Khatian No. 153, in favour of Smt. Chabi Rani Kundu by the Sale Deed executed and registered on 06.12.1972 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 3511 for the year 1972.

**WHEREAS** Smt. Parbati Charan Mondal sold piece and parcel of land measuring about 1 Decimals be the same a little more or less situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589, to R.S. Khatian No. 153, in favour of Smt. Nirmala Maity by the of Sale Deed executed and registered on 12.09.1971 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 1118 for the year 1971.

**WHEREAS** Smt. Nirmala Maity sold parcel of land measuring 1 Decimals situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. – Kharagpur, in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589, R.S. Khatian

No. 153, in favour of Smt. Chabi Rani Kundu by the Sale Deed executed and registered on 13.07.1973 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 2539 for the year 1973.

**WHEREAS** That the said Smt. Chabi Rani Kundu became the absolute owner of the land measuring about 12.50 Decimals after another sale of land measuring 6.50 Decima l to the other parties and her name was recorded from the office of the Block Land & Land Reforms Office at Kharagpur, District – Paschim Medinipur.

**WHEREAS** Sri Janmenjoy Hazra sold piece and parcel of land measuring 12 Decimals situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , comprised in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 592, to R.S. Khatian No. 62, in favour of Smt. Chabi Rani Kundu by the Sale Deed executed and registered on 20.12.1971 in the office of the Sub Registry at Kharagpur, and duly recorded as Being No. 3380 for the year 1971.

**WHEREAS** Smt. Chabi Rani Kundu became the absolute owner of the land measuring about 07 Decimals after another sale of land measuring 05 Decimals to the other parties and her name was recorded from the office of the Block Land & Land Reforms Office at Kharagpur, District – Paschim Medinipur.

**WHEREAS** Smt. Chabi Rani Kundu became the absolute owner of the land measuring about 12.5 Decimals in R.S. Plot No. 589, corresponding to R. S. Khatian No. 153 and 07 Decimals in R.S. Plot No. 592, R.S. Khatian No. 62, lying and situated at Mouza – Kaushallya, J.L. No. 311, P.O.-Kharagpur, P.S. - Kharagpur, District – Paschim Medinipur and her name was recorded from the office of the Block Land & Land Reforms Office at Kharagpur, District – Paschim Medinipur and paying taxes regularly.

**WHEREAS** Smt. Chabi Rani Kundu gifted piece and parcel of land measuring about 19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.-Kharagpur, P.S. - Kharagpur , in Mouza – Kaushallya, J.L. No. 311, R.S. Plot No. 589 & 592, R.S. Khatian No. 153 & 62 in favour of Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu) and Smt. Jhupu Rani Nandi (Kundu) by the Gift Deed executed and registered on 2007 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 3663 for the year 2007.

**WHEREAS** Sri Lakshikanta Pandit exchange and transferred piece and parcel of land measuring about 1.25 Decimals in R.S. Plot No. 565, R.S. Khatian No. 224 and 4.75 Decimals in R.S. Plot No. 566, corresponding to R.S. Khatian No. 299 total 6 Decimals be the same situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , comprised in Mouza – Mirpur, J.L. No. 240,

unto and in favour of Smt. Bhabani Pal (Kundu) by dint of Exchange Deed executed and registered on 2003 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 3916 & 7395 for the year 2003.

**WHEREAS** Sri Lakshikanta Pandit sold piece and parcel of land measuring about 01 Decimal in R.S. Plot No. 566, to R.S. Khatian No. 299 be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , comprised in Mouza – Mirpur, J.L. No. 240, in favour of Sri Krishna Prasad Kundu by dint of Sale Deed executed and registered on 18.10.2005 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 6320 for the year 2005.

**WHEREAS** Sri Ganesh Chinna and Sri Ananda Chinna sold piece and parcel of land measuring about 2.50 Decimals and 1.50 Decimals Total about 04 Decimals in R.S. Plot No. 556, R.S. Khatian No. 224 be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , comprised in Mouza – Mirpur, J.L. No. 240, unto and in favour of Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) and Sri Krishnaprasad Kundu by the Sale Deed executed and registered on 18.10.2005 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 6321 for the year 2005.

**WHEREAS** Sri Lakshikanta Pandit sold piece and parcel of land measuring about 7.50 Decimals in R.S. Plot No. 565, R.S. Khatian No. 224 and 1.25 Decimals in R.S. Plot No. 566, R.S. Khatian No. 299 total 8.75 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur , comprised in Mouza – Mirpur, J.L. No. 240, unto and in favour of Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) and Sri Krishnaprasad Kundu by the Sale Deed executed and registered on 18.10.2005 in the office of the Sub Registry at Kharagpur and duly recorded as Being No. 6319 for the year 2005.

**WHEREAS** Smt. Bhabani Pal (Kundu) became the absolute owner of the land measuring about 4 and 1/8 Decimals in R.S. Plot No. 565, 5 and 1/16 Decimals in R.S Plot No. 566 and Smt. Tripti Rani Pal (Kundu) became the absolute owner of the land measuring about 2 and 7/8 Decimals in R.S. Plot No. 565, 5/16 Decimals in R.S Plot No. 566 and Smt. Jhupu Rani Nandi (Kundu) became the absolute owner of the land measuring about 2 and 7/8 Decimals in R.S. Plot No. 565, 5/16 Decimals in R.S Plot No. 566 and Sri Krishnaprasad Kundu became the absolute owner of the land measuring about 2 and 7/8 Decimals in R.S. Plot No. 565, 1 and 5/16 Decimals in R.S Plot No. 566 and their names recorded from



the office of the Block Land & Land Reforms Office at Kharagpur.

**WHEREAS** Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) have constituted and nominated Sri Krishnaprasad Kundu as Attorney by a registered General Power of Attorney dated 26.06.2009 which was registered in the office of the A. D.S.R., Kharagpur, and recorded in Book No. I, Volume No. 12, in Pages from 4430 to 4445, as Being No. 04344 for the year 2009.

**WHEREAS** Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) through their constituted attorney Sri Krishnaprasad Kundu sold, conveyed and transferred piece and parcel of land measuring about 4.06 Decimals in R.S. Plot No. 589 & 592, corresponding to R.S. Khatian No. 153 & 62, comprised in Mouza – Kaushallya, J.L. No. 311 and 7.13 Decimals in R.S. Plot No. 565 & 566, R.S. Khatian No. 224 & 299, in Mouza – Mirpur, J.L. No. 240, Total 11.19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, in favour of **Kumari Sarmistha Singh** (Minor), legal guardian and father Sri Prabhat Kumar Singh by dint of Sale Deed executed and registered on 09.10.2009 in the office of the A.D.S.R., Kharagpur and duly recorded in Book No. I, Volume No. 18, Pages from 2851 to 2870, as Being No. 06433 for the year 2009.

**WHEREAS** Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) and Sri Krishnaprasad Kundu sold piece and parcel of land measuring about 4.06 Decimals in R.S. Plot No. 589 & 592, R.S. Khatian No. 153 & 62, comprised in Mouza – Kaushallya, J.L. No. 311 and 7.13 Decimals in R.S. Plot No. 565 & 566, R.S. Khatian No. 224 & 299 comprised in Mouza – Mirpur, J.L. No. 240, Total 11.19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, unto and in favour of **Smt. Manita Singh** by dint of Sale Deed executed and registered on 26.06.2009 in the office of the A.D.S.R., Kharagpur and duly recorded in Book No. I, Volume No. 12, Pages from 3216 to 3235, as Being No. 04308 for the year 2009.

**WHEREAS** Smt. Bhabani Pal (Kundu), Smt. Tripti Rani Pal (Kundu), Smt. Jhupu Rani Nandi (Kundu) through their constituted attorney Sri Krishnaprasad Kundu sold, conveyed and transferred ALL THAT piece and parcel of land measuring about 4.06 Decimals in R.S. Plot No. 589 & 592, corresponding to R.S. Khatian No. 153 & 62, comprised in Mouza – Kaushallya, J.L. No. 311 and 7.13 Decimals in R.S. Plot No. 565 & 566, corresponding to R.S. Khatian No. 224 & 299 comprised in Mouza – Mirpur, J.L. No. 240, Total 11.19 Decimals be the same a little more or less lying and situated in District – Paschim Medinipur, P.O.- Kharagpur, P.S. - Kharagpur, unto and in favour of **Sri**

**Prabhat Kumar Singh** by dint of Sale Deed executed and registered on 09.10.2010 in the office of the A.D.S.R., Kharagpur and duly recorded in Book No. I, Volume No. 14, Pages from 269 to 287, as Being No. 05059 for the year 2010.

**WHEREAS** Sri Prabhat Kumar Singh, Smt. Manita Singh and Kumari Sarmistha Singh became the absolute owner of the land measuring about 30 Decimals, and their name recorded in L.R. Khatian No. 2202 & 2163, 2200 & 2164 and 2203 & 2165 respectively in L.R. Plot No. 646, 647 & 2201, 2202 from the office of the Block Land & Land Reforms Office at Kharagpur and got land use compatibility certificate from Midnapore Kharagpur Development Authority being memo no- 965/263/MKDA/17 on 07/07/2017 and converted into Bastu in three separate conversion case being no. 376/R/17, 377/R/17 & 375/R/17 respectively dated 29.11.2017 and paying taxes to the Gopali Gram Panchayat & Kharagpur Municipality at a regular basis.

**WHEREAS** Sri Prabhat Kumar Singh, Smt. Manita Singh and Kumari Sarmistha Singh have constituted and nominated M/S. PRAGATI INFRA as a developer represented by T. Usha Rani, Tarun Kumar Malu, Kamala Malu and P. Prashant Kumar and executed a registered Development Agreement cum Power of Attorney dated 20.10.2022 which was registered in the office

of the A.D.S.R., Kharagpur and duly recorded in Book No. I, Volume No. 1010-2022, in Pages from 261209 to 261244, as Being No. 011430 for the year 2022 to construct a multistoried building upon the said land measuring about 30 Decimals more or less in accordance with the Building Plan being memo no- 951/P, dated 24.03.2021 to be sanctioned by the Paschim Medinipur Zilla Parishad and the said Developer constructed a B+G+5 storied building consisting of several residential flats.

**NOW THE INDENTURE WITNESSETH AS FOLLOWS**  
**THAT:-**

1. The Vendors have registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Paschim Medinipur on ..... Under registration no. RERA/...../...../...../.....
2. The Purchaser/Allottee had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted **Unit No. 8 admeasuring 792 square feet of carpet area equivalent to 990 square feet of super-built area situated on the 5<sup>th</sup> Floor** being constructed by the said “**NIRMAL ENCLAVE**” on the lands described in the First Schedule hereto together with the right to park 1 (one) two wheeler in the covered independent parking space at Ground floor level as permissible under the applicable law and of pro rata share in the common areas (“Common Area”) as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly

described in the Fourth Schedule and the floor plan or the apartment is annexed hereto and marked as Map - I);

That in pursuance of the said acceptance and in consideration of **Rs.28,00,000/- (Rupees Twenty eight lac)** only as per memo below being the full and final consideration amount only of lawfully money of Union of India paid by the Purchasers to the Vendors and the Developer in the manner mentioned hereinafter described in the Memo of Consideration (the receipt of which the Vendors and the Developer doth hereby admit and acknowledge) and of and from the payment of the same and every part thereof forever acquit release the Purchasers the said Flat along with common parts and portions and easements rights and the Vendors and the Developers doth hereby jointly grant, convey, transfer assure and assure and assign unto and into the Purchasers **ALL THAT** the self-contained and independent **Flat identified by “8” on the 5<sup>th</sup> Floor measuring 990 sqft Super Built Up area, 792 sqft Covered Area more or less, Two wheeler parking place measuring 30 sqft** details of which have been described in the Second schedule written hereunder and hereinafter be referred to as the said Flat with undivided demarcated impartible proportionate share of the land at or for the price of **Rs.28,00,000/- (Rupees Twenty eight lac)** as mentioned in the First Schedule written hereunder together with the right of use of the Common Parts and/or areas in the common mentioned in the Third Schedule written hereunder with the other Owners and occupiers of the said building and to share and for the said flat hereby granted sold conveyed and transferred with the common parts and the Vendors and the Developer have good right full

power and absolute authority and indefeasible title to grant convey sell and transfer assign and assure the said flat hereby granted sold conveyed or expressed or intended as to be and unto the use of the Purchasers. The purchasers shall or may at all times hereinafter peaceably possess and enjoy the said flat and every part thereof and to receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or Developer or any person or persons lawfully and equitably claiming from under or in trust for them and the Vendors and the Developers shall and will from time to time and at all times at the request and costs of the Purchaser and her heirs, executors, administrators, successors, representatives and assigns do execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said flat and every part thereof and to the use of the Purchasers according to the time intent and meaning of this Deed as shall or may be reasonably required the said flat with undivided proportionate share in the said land including common parts and common portions easement rights hereby conveyed in the said flat are freed discharged from and against all manner of encumbrances trusts liens impendences etc with the right of using common areas attached with the said building subject to compliance of all the formalities and/or obligations in common with other Flat Owners and/or occupiers of the said building TO HAVE AND TO HOLD the said flat with undivided and proportionate share of the said land as mentioned hereunder written and common parts and portions and easement rights in the common as aforesaid and the said flat granted to the Purchaser sold conveyed transferred assigned and

assured and every part and parts (thereof respectively absolutely and forever) including unfettered right of transfer by way of mortgage gift sale lease out and and/or rents or otherwise.

That the said Vendors or Developers are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the under schedule property hereby granted free from any all encumbrances attachments or defects in title whatsoever and the Vendor or Developers had full power absolute authority to sale the sell the said flat in manner and that the said purchaser shall and may at all times hereafter peaceably and quietly hold process and enjoy and the said property in khas or otherwise without any claim or demand whatsoever from the Vendors or Developers any persons claiming through or under them AND further that the Vendors or Developers their heirs ,executors, administrators, representatives and assigns to save harmless indemnify and keep indemnified the purchaser her heirs, executors, administrators, representatives and assigns from or against all encumbrances charges and equipment's whatsoever and the Vendors or Developers their heirs executors and assigns further continent that they will at the request of the Purchaser her heirs, executors, administrators and assigns do or execute or cause to be done or executed all such law acts deeds and things whatsoever at Vendors or Developers own cost for the further and more perfectly conveying and assuring the said property and every part thereof and manner aforesaid accordingly to the true intend and meaning of the DEED.

**AND WHEREAS** it is further stated that the purchaser are entitled to or otherwise fit for the mutation of his name in respect of Schedule ‘B’ property in the Local Kharagpur Municipality and Gopali Gram panchayat and other authorities and pay taxes and rents whatsoever and receive receipts for the same in their own name.

**AND WHEREAS** the Vendors or Developers today delivers the possession of the schedule ‘B’ mentioned property to the purchasers forever.

The Vendors or Developer further declare and confirm that from today they have no right title claim demand whatsoever over the **Flat identified by “8” on the 5<sup>th</sup> Floor measuring 990 sqft Super Built Up area, 792 sqft Covered Area more or less, Two wheeler parking place measuring 30 sqft** or any part and parcel thereof and the property henceforth with all fixtures and fittings shall be treated and deemed as the Purchasers property i.e. from today the Vendors or Developer entrusted/transferred all their right title claim demand facilities responsibilities etc. whatsoever over the said **Flat identified by “8” on the 5<sup>th</sup> Floor measuring 990 sqft Super Built Up area, 792 sqft Covered Area more or less, Two wheeler parking place measuring 30 sqft** in favour of the purchasers forever and the purchasers agreed to enjoy and bear all the common facilities, liabilities and responsibilities with the other co-owners of the building.



**THE SCHEDULE “ A ” ABOVE REFERRED TO:**

The lands on piece of bastu land altogether measuring 30 decimal with the break up in

1. Mouza- Kaushallya, J.L No-311, R.S Plot No- 589(P), & 592 (P), L.R Khatian No- 2163, 2164, 2165, L.R Plot No-2201 (P) and 2202 (P), Kharagpur Municipality ward no-25, measuring 05 decimal within P.O- Kharagpur, P.S- Kharagpur Town, District- Paschim Medinipur, State- West Bengal.
2. Mouza- Kaushallya, J.L No-311, R.S Plot No- 589(P), & 592 (P), L.R Khatian No- 2163, 2164, 2165, L.R Plot No-2202 (P), Kharagpur Municipality ward no-25, measuring 08 decimal within P.O- Kharagpur, P.S- Kharagpur Town, District- Paschim Medinipur, State- West Bengal.
3. Mouza- Mirpur, J.L No-340, R.S Plot No- 240, R.S Plot No—565 (P), 566 (P), L.R Khatian No- 2200,2202 and 2203, L.R Plot No- 646(P), Under Gopali Gram Panchayat, measuring 12 decimal within P.O- Kharagpur, P.S- Kharagpur Local, District- Paschim Medinipur, State- West Bengal.
4. Mouza- Mirpur, J.L No-340, R.S Plot No- 240, R.S Plot No—565 (P), 566 (P), L.R Khatian No- 2200,2202 and 2203, L.R Plot No- 647(P), Under Gopali Gram Panchayat, measuring 05 decimal within P.O- Kharagpur, P.S- Kharagpur Local, District- Paschim Medinipur, State- West Bengal.

Above written as bordered in red ink on Map - I attached herewith together with prorata undivided share in the entire land comprised in the said premises and prorata undivided share in the common areas, installations, services and facilities in the said building and together with the right to park 1 (one) no. of motor car/s in the covered independent car parking space at Ground floor level of the said premises.

**ENTIRE LAND BUTTED AND BOUNDED BY:**

North	:	Anil Baderia
South	:	Abhijit Halder and Anasree Halder
East	:	19.42 Mtr.Wide Road
West	:	Vacant land and Double Storied Building

**DEMENSIONS OF THE LAND:**

ON THE NORTH	:-	42.130 mtr
ON THE SOUTH	:-	50.650 mtr
ON THE EAST	:-	32.700 mtr
ON THE WEST	:-	23.060 mtr

**SCHEDULE “B” ABOVE REFERED TO**

**The Flat hereby sold**

**ALL THAT** said Flat identified by “8” on the 5<sup>th</sup> Floor measuring **990 sqft Super Built Up area, 792 sqft Covered Area more or less, Two wheeler parking place measuring 30 sqft** consisting of two bed room, two toilets, one living and dining, one kitchen, one balcony, one utility **together with one two wheeler parking place 30 sqft** and together with the proportionate share of land in Mouza- Kaushallya, J.L No-311, R.S Plot No- 589(P), & 592 (P), L.R Khatian No- 2163, 2164, 2165, L.R Plot No-2201 (P) and 2202 (P), Kharagpur Municipality ward no-25, measuring 05 decimal within P.O- Kharagpur, P.S- Kharagpur Town, District- Paschim Medinipur, State- West Bengal and Mouza- Kaushallya, J.L No-311, R.S Plot No- 589(P), & 592 (P), L.R Khatian No- 2163, 2164, 2165, L.R Plot No-2202 (P), Kharagpur Municipality ward no-25, measuring 08 decimal within P.O- Kharagpur, P.S- Kharagpur Town, District- Paschim Medinipur, State- West Bengal and Mouza- Mirpur, J.L No- 340, R.S Plot No- 240, R.S Plot No—565 (P), 566 (P), L.R Khatian No- 2200,2202 and 2203, L.R Plot No-646(P), Under Gopali Gram Panchayat, measuring 12 decimal within P.O- Kharagpur, P.S- Kharagpur Local, District- Paschim Medinipur, State- West Bengal and Mouza- Mirpur, J.L No-340, R.S Plot No- 240, R.S Plot No—565 (P), 566 (P), L.R Khatian No- 2200,2202 and 2203, L.R Plot No- 647(P), Under Gopali Gram Panchayat, measuring 05 decimal within P.O- Kharagpur, P.S- Kharagpur Local, District- Paschim Medinipur, State- West Bengal acquire to the said flat in the said premises, known as **“NIRMAL ENCLAVE”**. Together with undivided

proportionate share of interest in the said land together with the right of enjoying common facilities in the THIRD SCHEDULE and being agreed to pay the cost of maintenance of common services and facilities to be paid proportionately as mentioned in the FOURTH SCHEDULE is hereby sold and transferred in favour of the purchasers The flat hereby sold has been shown delineated by ‘Yellow’ border mark in the annexed plan is the part and parcel of this Deed.

### **TILES FLOORING FLAT**

#### **FITTING SPECIFICATIONS/FEATURES**

- **Super Structure:**  
RCC frame structure
- **Flooring:**  
Room & Drawing cum Dinning: vitrified tiles standard quality.  
Toilet & Kitchen: Anti-skid tiles with glazed tiles 6’ height in toilets and 2’ Height in kitchen counter and cooking complete with Granite Slab.
- **Kitchen:**  
Polished Granite Platform with 2ft height glazed dado tiles.
- **Windows:**  
Aluminum sliding shutters with glass and iron grills.
- **Paints:**

Wall: White putty finished.

External: weather coat colour paint.

Windows grills: With one coat primer and two coat enamels paints.

➤ **Electric:**

Wiring: PVC concealed ISI marked Copper wire.

➤ **Sanitary and plumbing fittings:**

Kitchen: One stainless sink with tap and one bibcock at ground standard quality

Toilet: Commode with low down cistern, two bibcock, one shower, one basin etc. complete standard quality.

➤ **Common passage & Staircase:**

Anti-skid tiles floor or Marbel Floor.

➤ **Water Supply:**

24hr water supply in each flat. All pipe and fittings will be good and standard quality.

➤ **Parking Space:**

Parking Space on Basement Floor.

➤ **Electric Supply:**

Electric Supply for the flat is to be taken from the W.B.S.E.D.C.L. by the Flat Owner on application for individual meter as per rule.

➤ **Lift:**

Lift will be provide of standard make.

➤ **Generator:**

Generator will be provided for power backup for common electric points, lifts & pump set.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Facilities)**

- 1) Cost of maintenance, repairing, re-decorating etc. On the main structure and in particular the gutter, fresh and rain water pipe, drains, sewerages and water storage tanks and electric wires, motors, generators and other appliances and passage in or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing stair case of the building enjoyed by the purchasers or used by their in common as aforesaid and boundary walls of the building compound terraces etc.
- 2) Cost of cleaning and lighting the passage landing staircase and other parts of the building as enjoyed or used by the purchasers in common as aforesaid with other flat owners.
- 3) Cost of maintenances and decorating the exterior of the building.
- 4) Cost of working and maintenances of light of common spaces and service charges.
- 5) Municipal rates and taxes, same those separately assessed for flat as well as land revenue/taxes and rates.
- 6) Premium for insurance of the building.

- 7) Costs and charges of establishment for maintenances of the building and the salaries of all persons employed for the same purpose.
- 8) The Office expenses incurred of maintaining the Office for common purpose.
- 9) All other legal expenses and outgoings as are deemed by the Developers to be necessary or incidental for and regulating the interest and/or the rights of the Purchasers and occupiers including the Developer and the Owner or co sharers.
- 10) Cost of the security guard, sweepers and others maintenances
- 11) Parking Space on Ground floor.
- 12) Common Lift.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**(RESTRICTION & OBLIGATION)**

- 1) The purchasers shall not store in the said flat any good of hazardous or combustible nature or which are too heavy and likely to effect the construction of the structure of the said building or the insurance of the building.
- 2) The purchasers shall not decorate the exterior portion of the said building otherwise without obtaining written permission and or approval of the Vendor.
- 3) The purchasers shall not put any neon sign or other boards on the outside of the said flat without the consent in writing of the Vendor. It is hereby expressly made clear that in no event the purchaser shall be entitled to open out any new window or any other apparatus protruding outside the exterior of the said portion

of the said building.

- 4) The purchasers shall permit the Vendor and its surveyors or agents with or without workman and other at all reasonable times to enter into upon the said flat or any part thereof to view and examine the state and condition.
- 5) The purchasers shall use the said unit only for the purpose of residence and for no other purpose whatsoever without the consent in writing of the Vendor it being expressly understood and agreed that the purchasers shall not use the said flat as a boarding house, guest house, nursing home, dispensary or for any commercial or industrial activities or for any other purpose whatsoever other than for residence except with the written consent of the Vendor.
- 6) The purchasers shall not deposit or permit to be deposited any rubbish in the stair-case or in any common parts of the said building.
- 7) The purchasers shall not construct or erect any structure or to wall in the parking space, if any, allotted to the purchasers and to use such parking space, if allotted, only for the purpose of the parking and for no other purposes whatsoever.
- 8) The Purchasers shall observe and perform all rules, regulation and restrictions from time to time in force for the proper use and management of the said building / Housing Complex.
- 9) The purchasers shall not commit or permit to be committed any alteration or change in the pipes, conduits, cables or other fixtures and fittings serving the said building and the said flat.
- 10) The purchasers shall use the said flat only for residential purpose and not for any other use whatsoever without the consent in writing of the Vendor, it is hereby expressly agreed that such



restrictions on the purchasers shall restrict the right of the Vendor to permit any other flat for non-residential purpose. However the said parking space if allotted/ purchased shall remain a part of the said flat and shall not be sold or let out separately not the same being used for any other purposes except as a parking Space of the purchasers.

- 11) The purchasers along with such other purchasers who will take, purchase or acquire other Flats/Shop Owners in the said building shall form themselves into an association of owners of the various portion of the said building. The memorandum, constitution, articles of associations, rules, regulations and/or bye-laws as the case may be and other documentation of and relating to the formation of such association of the owners/purchasers and relating to the registration and organization thereof shall be in such form as prepared by the advocate or attorney designated by the Vendor.
- 12) The purchasers shall co-operate with the Vendor in forming registering and incorporating the said association of the purchasers and shall sign all necessary papers and documents and do all other acts, things and deeds as the Vendor may require him/her to do from time to time in that behalf and for safe-guarding or for better protecting the interest of the said association of the purchasers and other purchasers of the flats/shops in the said building. If at any time the Vendor shall be of the opinion that the formation of the association of the purchasers of the different flats is not necessary or desirable then in that event the Vendor be at liberty and is hereby authorized to form such other body corporate or co-operative society or association of purchasers with such rules and

bye-laws as it may in its absolute discretion think fit and proper and the purchasers hereby consents to the same.

- 13) The purchasers shall be bound to pay the proportionate shares towards proportionate legal and other costs, charges and other expenses for and relative to the formation registration and organization of the said association of the purchasers of the flats in the said building as may be determined the Vendor.
- 14) Once the said association of the purchasers is registered the rights of the flat holders as purchasers of flats shall be recognized by the bye-laws of the said association.
- 15) That the ownership of the land on which the said flat is constructed will be common to all the purchasers none will be able to or entitled to cause any harm or difficulty to the other owners the same shall not bar any purchasers in having his/her holding separated, mutated in the B.L. & L.R.O; Kharagpur-1 and in the municipality upon payment of the municipal taxes. Provided however the purchaser shall further have the right to apply for electricity connection to the W.B.S.E.D.C.L. Authorities.
- 16) All expenses for the electricity connection shall be borne by the purchaser and the purchaser shall have to pay the sum as may be demanded by the W.B.S.E.D.C.L. to the seller before registration of sale deed for his electricity connection in his own name or the purchaser may even on his own take up the matter with the W.B.S.E.D.C.L. Authorities for his electricity connection however the said option has to be informed to the seller in writing.
- 17) That the ownership of the roof of the building complex will remain common to all the purchasers.
- 18) That the parking space to be allotted separately at the time of the

purchase.

- 19) Electric connection for common motor pump and other common electric connection will be under a separate meter in the building /Residential complex as decided upon by the other Vendor and or association, if formed. But the Installation charge and electric bill for the said common meter for common motor pump, and other common electric connection will be common and charges will have to be paid proportionately, as decided by the vendor, by all the owners using it.
- 20) The GST, Service Taxes or any other Govt Taxes/Fees shall paid by the purchaser.

#### **SCHEDULE –IV.**

##### **(PARTICULARS OF INSTALMENT)**

Flat 990 sq.ft	=	Rs. 27,50,000/-
Two wheeler Parking Place (30 sqft)	=	Rs. 50,000/-
<b>Total</b>	<b>=</b>	<b><u>Rs.28,00,000/-</u></b>

**Rs.28,00,000/- (Rupees Twenty eight lac)** as consideration money for the said flat including two wheeler parking area in the following manner.

1. Paid Rs.0,00,000/- by Cheque being no-.....  
of PNB Bank-..... on .....,
2. Paid Rs.0,00,000/- by Cheque being no-.....  
of PNB Bank-..... on .....,

3. Paid Rs.0,00,000/- by Cheque being no-.....  
of PNB Bank-..... on .....,
  
4. Paid Rs.0,00,000/- by Cheque being no-.....  
of PNB Bank-..... on .....,
  
5. Paid Rs.0,00,000/- by Cheque being no-.....  
of PNB Bank-..... on .....,
  
6. Paid Rs.0,00,000/- by Cheque being no-.....  
of PNB Bank-..... on .....,

IN WITNESSES WHEREOF, the parties hereto have put their respective signatures and seal on these presents on the day, month and year first above written.

Actual Transaction is **Rs.28,00,000/- (Rupees twenty eight lac)** only but only for the purpose of registration of the deed the Additional District Sub-Registrar; Kharagpur has valued the said property under the Provisions of The West Bengal Stamp (Prevention of undervaluation of instrument) Rules,1994 has assessed the Market Value of the said Property at **Rs.....,00,000/-** vide query no. ....../2023, dated:...../09/2023 and hence Non Judicial Stamp Papers is accordingly paid at the time of the agreement.

This deed of sale consists of 29 (Twenty nine) pages including 1(one) number of Non-Judicial Stamp Papers along with 6 (Six)

Pages of finger impression and 1(one) annexed drawing and 1(one) finger impression of identifier below Mentioned denomination:-

Signed, Sealed and delivered in the presence of\_

**WITNESSES:**

1.

\_\_\_\_\_  
**Signature of the Developers**

2.

\_\_\_\_\_  
**Signature of the Purchaser(s)**

**DRAFTED BY ME:**

**SHREYA BHATTACHARYA**

**ADVOCATE**

**REG: NO-WB/342/2006**

**Barrackpore Court, Kolkata**

**COMPUTERISED BY ME:**

**(TANMAY ROY)**

**KHARAGPUR**