

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this _____ day of _____, 20 _____,

By and Between

“M/S GREEN SQUARE PROJECTS” PAN. AAOFG4084A a partnership firm registered under the Partnership Act, 1932 having its principal place of business at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, represented by its Authorised Partners (1) **SRI PRADIP CHANDRA KAR, PAN. AEKPK3929C**, son of Late Gopal Chandra Kar, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 31/1, Bagha Jatin Road, P.O. Baranagar, P.S. Baranagar, Kolkata - 700036, District - North 24 Parganas, **AADHAAR No. 877202773603, Mobile No. 9830248715**, & (2) **SMT ANITA GUPTA, PAN. AEWPK6197E**, wife of Sri Rakesh Kumar Gupta, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas **AADHAAR No. 958287290956, Mobile No. 9163872240** hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) **THE PARTY OF THE FIRST PART** herein.

AND

SRI/ SMT, **PAN**, **Son** /wife of....., aged about _____ years, Occupation –....., residing at, P.O. -, P.S.-, Pin -, District -, **AADHAAR NO.**, **Mobile No.**

.....,hereinafter called the “**PURCHASER**”/**S** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

The Owner/ Promoter and Purchaser shall herein after collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

i) One Ashisdhon Ganguly alias Asheesdhon Ganguly became the absolute owner in respect of the Northern Part of premises No. 277, Barrackpore Trunk Road, Kolkata- 700036 measuring the land of 19 Cottahs 6 Chittcks 40 Sq. ft. be the same or a little more or less by virtue of Registered Deed of Partition dated 30th October 1963, which is reflected in part-II of Schedule ‘E’ property of the said registered Deed of Partition as allottee of the same, registered in the office of Additional Registrar of Assurance Kolkata, recorded in Book no. I, Volume No. 195, Pages 137 to 201 Being no. 6706, for the year 1963.

ii) The said Deed of Partition dated 30th October, 1963 was acted upon in all respects and the same has not been challenged in any competent court of law or varied or modified in any manner whatsoever and the said allottee Ashisdhon Ganguly since deceased, during his lifetime obtained exclusive right of ownership as well as physical possession in respect of the said northern portion of Premises No.277, Barrackpore Trunk Road, Kolkata (which is for the sake of brevity hereinafter referred to as the said allotted plot).

iii) The said Ashisdhon Ganguly by exercise his right of absolute ownership in respect of his said allotted plot measuring about 19 Cottahs 6 Chittcks 40 Sq. ft. together with all buildings and structures standing thereupon (all of which were constructed prior to 1976), duly mutated his

name in the concern Municipal records by exercising his right title and interest therein without any hindrance claim question or demand being raised by anybody in this behalf.

iv) The said Ashisdhon Ganguly died intestate on 14th January, 2007 leaving behind him surviving his widow Minati Ganguly, one married daughter Nupur Das and two sons namely Anjan Ganguly and Avijit Ganguly as his legal heiresses/ heir and successors and as such they became joint owners of the said land measuring about 19 Cottahs 6 Chittcks 40 Sq. ft and structure of the said premises exercised their such right of joint ownership in respect thereof said property without any hindrance claim question or demand being raised by anybody in this behalf.

v) The said legal heiresses/heirs and successors of Ashisdhon Ganguly sold, conveyance and transferred demarcated part of land from said inherited allotted plot on valuable consideration to M/S Priya Purnima Credits Private Limited by a Deed of Conveyance, dated 11th November 2009, duly registered in the Office of A.R.A.-II, Kolkata, recorded in Book No. I, C.D. Volume No.25, Pages 7125 to 7141, Being No.12455, for the year 2009 and as such the purchaser M/S Priya Purnima Credits Private Limited has obtained possession of the said purchased land with structure therein and as such the said legal heiresses/ heirs of Ashisdhon Ganguly were in possession of remaining plot of land measuring a little more or less 10 Cottahs 9 Chittacks 21 Sq. ft and structure thereon, having their full right, title, and interest with physical possession therein.

vi) By registered Deed of Conveyance dated 06th August 2011, registered in the office of A.R.A II, Kolkata, recorded in Book No. I, Volume No. 38, Pages from 1627 to 1647, being no. 10201 for the year 2011, the legal heiresses/heirs and successors of Ashisdhon Ganguly sold, conveyance and transferred the said remaining plot of land measuring 10 Cottahs 9 Chittacks 21 Sq. ft. be the same or a little more or less together with building

and structures standing thereupon, as joint owner of the same to **M/S FIVESTAR DEALCOM PVT. LTD**, and as such **M/S FIVESTAR DEALCOM PVT. LTD** become the absolute owner of the said property having its full right, title & interest therein with its physical possession, and mutated its name in the record of Baranagar Municipality as owner of the same.

vii) While sufficiently seized, possessed of and well entitled the said property by **M/S FIVESTAR DEALCOM PVT. LTD**, The said Municipal Premises No. 277, Barrackpore Trunk Road, had been changed and re-numbered as premises no. 277/A, Barrackpore Trunk Road. This property is free from all encumbrances and there is no case pending in respect of the said property.

viii) The **M/S FIVESTAR DEALCOM PVT. LTD** being the sole and absolute owner of the property, being Premises No.277/A, Barrackpore Trunk Road, P.O & P.S- Baranagar, Kolkata-700036, with its full right title and interest thereon having physical possession therein, without any occupant or tenant or licensee or trespasser therein free from all encumbrances decided to sell the same as per resolution of Board of the company and **M/S GREEN SQUARE PROJECTS** agreed to purchase the said property being Premises No.277/A, Barrackpore Trunk Road, Kolkata-700036, District – North 24 Parganas measuring more or less 10 Cottahs 9 Chittacks 21 Sq.ft for valuable consideration. The **M/S FIVESTAR DEALCOM PVT. LTD** sold conveyance and transferred the said land measuring 10 Cottahs 9 Chittacks 21 Sq. ft. be the same or a little more or less together with building and structures standing thereupon, to the **M/S GREEN SQUARE PROJECTS** by Registered deed of conveyance dated 12th Day of May 2023, registered at the office of the Additional District Sub-Registrar Cossipore, Dumdum North 24 Parganas in Book No I, Volume No 1506-2023, Pages from 146728 to 146750, being No 150604965, of the year 2023, and as such **M/S GREEN SQUARE PROJECTS** become the absolute owner of the said property having its full right, title &

interest therein with its physical possession, and mutated its name in the record of Baranagar Municipality as the owner of the same.

ix) **“M/S GREEN SQUARE PROJECTS”** being the partnership firm having by its four partners namely (1) **SRI PRADIP CHANDRA KAR**, son of Late Gopal Chandra Kar, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 31/1, Bagha Jatin Road, P.O. Baranagar, P.S. Baranagar, Kolkata - 700036, District - North 24 Parganas, & (2) **SMT ANITA GUPTA**, wife of Sri Rakesh Kumar Gupta, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at 211, B. T. Road, P.O. & P.S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, , (3) **SRI AJAY KUMAR SINGHAL**, son of Late Chander Bhan Singhal, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at VV-3, Civil Township, P.O. Panposh, P.S. Raghunath Pally, Rourkela, District - Sundargarh, Odisha - 769004, **AND (4) SRI BRAJESH KUMAR GUPTA**, son of Late Ram Kishore Gupta, by faith - Hindu, Nationality - Indian, Occupation - Business, residing at VV-3, Civil Township, P.O. Panposh, P.S. Raghunath Pally, Rourkela, District - Sundargarh, Odisha - 769004, respectively. Among the 4 partners, **SRI AJAY KUMAR SINGHAL** and **SRI BRAJESH KUMAR GUPTA** are represented by their constitute Attorney **SMT. ANITA GUPTA**, promoter No. 2 herein, appointed by registered Deed of General Power of Attorney dated 3rd September 2016, registered in the office of Additional Registrar of Assurance, Office of the A.R.A. – III, Kolkata recorded in Book No. IV, C.D. Volume No. 1903-2016, Page from 129986 to 130010 being No. 190305439 for the year 2016.

x) The Promoter as a Donor has expressed the desire to make a free gift of the Strip of Land measuring about 47.74 Sq. Meter from the total land measuring a little more or less 10 Cottahs 9 Chittacks 21 Sq. ft and structure thereon at premises no. 277/A, Barrackpore Trunk Road, Kolkata - 700 036, to the Baranagar Municipality for sanction of building plan in respect of the premises no. 277/A, Barrackpore Trunk Road, Kolkata - 700 036, under Ward

No.24, Municipal Holding No.124, and the proposal of the same accepted by the Baranagar Municipality, and the said Gift Deed registered on 22nd August, 2023, registered at the office of the Additional District Sub-Registrar Cossipore, Dumdum North 24 Parganas in Book No I, Volume No 1506-2023, Pages from 264688 to 264702, being No 150609185 of the year 2023. And as such at present measurement of the land 9 Cottahs 14 Chittacks 02 Sq. ft. be the same a little more or less of the premises no. 277/A, Barrackpore Trunk Road, Kolkata - 700 036, fully and particularly described in **SCHEDULE "A"** hereunder having its full right, title, and interest with physical possession therein.

xi) The Said Land is earmarked for the purpose of building a residential project, comprising **G+4** multistoried apartment buildings and the said project shall be known as **GREEN ASTER** '.

xii) The Baranagar Municipality has granted the commencement certificate to develop the Project vide approval dated 28/11/2023 bearing Building Permit No. SWS- OBPAS/ 2103/ 2023/ 0456 and also obtain necessary permission NOC from concerned authority for commencing the erection of new building upon the said property. The promoter has submitted information to the municipality for commencing of construction of the new building as per said plan.

xiii) The Owner/Vendor/Promoter of the said property described in the **SCHEDULE 'A'** hereunder developed the said property by constructing a new building (G+4 Storied) according to Sanctioned Plan of Baranagar Municipality being No....., dated and as such Owner/Vendor/ Promoter have already started the construction work and as such the Owner/Vendor/Promoter have already completed the construction work of the building in **"GREEN ASTER"** and the Baranagar Municipality approved the revised sanctioned plan being no.

xiv) The **PURCHASER/S** proposed to purchase a self contained flat/ Covered car parking space on the**floor**, side as per approved sanction plan of said Premises No. 277/A, Barrackpore Trunk Road, Kolkata - 700 036, District – North 24 Parganas, measuring more or less carpet area of square feet for consideration money of **Rs.**/- (Rupees) only morefully and particularly described in the **SCHEDULE 'B'** hereunder to be paid by the **PURCHASER/S** to the **OWNER /VENDOR/PROMOTER.**

xv) By an Agreement for Sale made between the Owner/Vendor/ Promoter herein of the First Part, the Purchaser/S of the Second Part, the Owner/Vendor/ Promoter agreed to sell and the Purchaser agreed to purchase a Residential Apartment Flat being No..... on the, **Side** of the building in the project named as **GREEN ASTER**, carpet area ofsquare feet as per the West Bengal Municipal (Building) Rules, be the same little more or less together with the undivided proportionate share in the land comprised underneath the building to the said apartment together with the undivided share or interest in the Common Areas and Facilities at **GREEN ASTER** for a total consideration of **Rs.**/- (Rupees) plus the applicable taxes and on the other terms and conditions mentioned.

xvi) The Purchaser has inspected, scrutinized and is satisfied with the Owner/Vendor/ Promoter right, title and interest to the subject land as well as project land, and as such the Owner/Vendor/ Promoter are executing this Deed of Conveyance in favour of the Purchaser on the terms and conditions mentioned herein.

xvii) That the Owner/promoter have completed the construction work upon supervision by recognized Architect/ Engineer as per specification of the plan and the same is approved by the concerned authority of Municipality and

had applied for completion certificate (C.C.) before the competent authority. The Promoter already received the said completion certificate being Memo No., dated from the competent authority of Baranagar Municipality. The copy of the same is to be served by the promoter upon the Purchaser/s at free of cost.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

Definitions:

- i. **ACT:** West Bengal Municipal (Building) Rules,
- ii. **PREMISES** shall mean entire area of land being **ALL THAT** piece and parcel of Bastu land area about 9 Cottahs 14 Chittacks 02 Sq.ft more or less together with 300 sq. ft. Pucca Asbestos Shed Structure now 4(Four) storied multistoried building thereon at Premises No. 277/A, Barrackpore Trunk Road, Kolkata - 700 036, District – North 24 Parganas, within the limits of Ward No.24 of Baranagar Municipality, P.S. Baranagar comprised in and being part of C.S./R.S. Dag Nos.425, 426 and 427, corresponding to L.R Dag Nos. 777, 778, & 779, C.S./R.S. Khatian Nos.1104, 1112, and 1105, corresponding to L.R. Khatian Nos. 2508, Mouza Nainan, J.L.No. 8, Touzi No.1298/2833, Municipal Holding No.124, and Jurisdiction of Sub-Registrar Cossipore Dum Dum with common rights in the said premises more particularly described in the **SCHEDULE 'A'** written hereunder and hereinafter for the sake of brevity referred to as the "**SAID PREMISE**".
- iii. **BUILDING** shall mean the Building Name **GREEN ASTER** consisting of several flats, the Apartment/Flat and other spaces intended for independent or exclusive use.
- iv. **APARTMENT/FLAT:** shall mean the Unit/ Flat No. ... in the Building named **GREEN ASTER**, situated in the Floor, having carpet area of..... square feet as described in the **Schedule `B'**, as permissible under the applicable law and pro rata share in the common areas, more particularly

described in **Schedule 'D' & 'E'** and the floor plan or the apartment plan is annexed hereto.

- v. **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.
- vi. **COMMON FACILITIES AND AMENITIES** shall include corridors, stairways, drive ways, pump room, overhead water tank, water pump, security room, electrical room, main gate, lift, lift lobbies, fire escapes , and other facilities which may be mutually agreed upon by and between the parties hereto and required for the establishment, location enjoyment provisions maintenance and/or management of building and land there under as per Apartment Ownership Act or mutually agreed upon by the owner of flats/spaces.
- vii. **SALEABLE SPACE** shall mean apartment / flat/ s and space in the building available for independent use and occupation after making due provision for common facilities and the space required thereof.
- viii. **ARCHITECTS:** shall mean Mr. Dipankar Dutta, the Architects appointed by the Owner/Vendor/ Promoter or such other Architect as the Owner/Vendor/ Promoter may appoint from time to time for the building.
- ix. **BUILDING PLAN** shall mean such plan approved by the Baranagar Municipality Authority, and granted the commencement certificate to develop the Project vide approval 28/11/2023 bearing Building Permit No. SWS-OBPAS/ 2103/ 2023/ 0456 and the Baranagar Municipality approved the revised sanctioned plan being no., dated
- x. **PROJECT LAND:** shall mean the Land, more particularly describe in the **Schedule 'A'** hereunder written.
- xi. **PROJECT:** shall mean a multistoried residential building complex along with the common areas, parts and facilities, to be developed on the Project

Land in the name and style "**GREEN ASTER**".

xii. The expression **PURCHASER:** shall be deemed to mean and include:-

(a) In case the Purchaser be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;

(b) In case the Purchaser be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs, legal representatives, executors and administrators;

(c) In case the Purchaser be a partnership firm, then its partners for the time being their respective heirs, legal representatives, executors administrators;

(d) In case the Purchaser be a company, then its successors or successors-in-interest;

xiii. **SPECIFICATION:** shall mean the specification for the said Building as mentioned in **Schedule 'C'** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect

xiv. **CAR PARKING:** shall mean the space in the covered car parking area of the building expressed or intended or reserved by the Owner/Vendor/Promoter for parking of motor car.

xv. **CO-OWNERS:** according to the context shall mean all the buyers and/or Purchaser/s and the joint holder, who for the time being have either completed the purchase of any Apartment/Flat or have agreed to purchase any Apartment/Flat and have taken possession of such Apartment/Flat and for all unsold Block, possession whereof not having been parted with by the Owner/Vendor/ Promoter, shall mean the Owner/Vendor/ Promoter.

xvi. **REGULATIONS:** means the Regulations made under the West Bengal Municipal building rules.

NOW THIS INDENTURE WITNESSETH that in pursuance of Total consideration of sum of **Rs.**/- (Rupees only) paid by the Purchaser to the Owner/Vendor/Promoter on or before the execution of these present (The receipt where of the Owner/Vendor/Promoter doth hereby admit and acknowledge) of the same and every part thereof acquit, release and forever discharge the Purchaser of the said Flat and Owner/Vendor/Promoter do hereby indefeasible grant, sell, convey transfer, assign and assure unto in favour of the Purchaser **ALL THAT** one self contained flat about carpet area of square feet, on the floor Side as per approved sanction plan of said Premises No. 277/A, Barrackpore Trunk Road, Kolkata - 700 036, District – North 24 Parganas of the said building as under Baranagar Municipality more fully described in the **SCHEDULE 'B'** hereunder **TOGETHER WITH** the undivided impartible proportionate share of land there unto and shown in the annexed plan hereto and herein after referred to as the Said Flat **TOGETHER WITH** the undivided impartible proportionate share in the land comprised in the said building free from all encumbrances whatsoever and more fully described in the **SCHEDULE 'A'** hereunder written and equal and the common right over and in respect of the common areas and common facilities and Common Expenses more fully described in the **SCHEDULE 'D' & SCHEDULE 'E'** hereunder written **OR HOWSOEVER OTHERWISE** the Flat now are or is hereto before was or more situated, bounded called, known numbered, described, distinguished **TOGETHER WITH** privileges rights, easements and quasi-easements, reservation and restriction as are more fully contained applicable for sale and/or transfer of a flat apartment in a residential building **TO HAVE AND TO HOLD** the said Flat/apartment here by a granted, sold, conveyed and transferred or expressed and intended as to be unto the use of the Purchaser

or their heirs, successors, executors, representatives and assigns forever free from all encumbrances subject to the terms and conditions hereunder written **AND** the Owner/Vendor/Promoter or any of their predecessor-in-title, executed knowingly so far as to the contrary, the Owner/Vendor/Promoter now have good right, full power, absolute authority of the said Flat and indefeasible title to grant, sell, convey and transfer, the said Flat hereby granted, sold, conveyed and transferred or expressed or intended so to do so unto and to the use of the Purchaser or their heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceable and quiet and possess and enjoy the said Flat and receive the rents, issues and profits thereof without any lawful eviction, interruptions, hindrances claims or demand whatsoever from the Owner/Vendor/Promoter or any person or persons lawfully and equitably claiming from under or in trust from, them or from or under any of their predecessor-in-title **ALL THAT** free and clear freely and clearly absolutely exonerated and released otherwise by and at the costs and expenses of the Owner/Vendor/Promoter and sufficiently secured from or against all and all manner of claims charges, debts, liens attachment and encumbrances whatsoever made or suffered by the Owner/Vendor/Promoter or any of their predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid and further that the Owner/Vendor/Promoter and all persons having and lawfully or equitably claiming any estate or interest whatsoever in the said Flat or any part thereof from under or in trust for them and the Owner/Vendor/Promoter or any of their predecessors-in-title shall be from time to time and at all times hereafter at the request and at the costs of the Purchaser, their heirs, executors, administrators representatives and assigns in the manner aforesaid as shall or may be required. The Owner/Vendor/Promoter conveyed the common facilities of the said building to the Purchaser herein for common enjoyment of the same along with the other Occupiers/ Purchasers of the Flat/Flats, garage in the said building and the Purchaser also agreed to bear the common expenses relating to enjoyment of the common portion in accordance with the

proportionate share in respect of such common portions, the common portions and expenses relating thereto are described hereunder and conveyed the Flat at a total consideration **Rs.**/- (Rupeesonly) which is more fully mentioned in the **SCHEDULE 'B'** hereunder and shown in color **RED** Border in the **Map** or **Plan** annexed herewith, which is part of the deed.

AND THE OWNER/S HEREBY COVENANT WITH THE PURCHASER as follows:

- a) **THAT** notwithstanding any act, deed or matter or thing whatsoever done by the Owner or executed or knowingly suffered to the contrary the Owner is lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **Said Apartment and Appurtenances** Thereto, hereby conveyed, transferred, assigned or intended to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Owner now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the **Said Apartment and Appurtenances** Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) **THAT** the Said Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispens, debuttar or trust made or suffered by the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owner.
- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the **Said Apartment and Appurtenances** and

may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lis pendens debuttar or trust or claims and demands, whatsoever created occasioned or made by the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

f) **THAT** the Owner has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment and Appurtenances thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or other wise.

g) **THAT** the Owners and the Owner/Vendor/Promoter are jointly entitled to transfer the Said Apartment and Appurtenances to the Purchaser;

h) **THAT** the Said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;

i) **THAT** the Owner/Vendor/Promoter will pay all taxes, rates and cess, in respect of the Said land up to the Possession Date;

j) **THAT** after completion of the construction of the proposed multi storied building Owner shall obtain completion certificate (C.C.) from the Baranagar Municipality and handover a copy the same to the Purchaser free of cost.

AND THE PURCHASER HEREBY COVENANT WITH THE OWNER as follows:

a) **THAT** the Purchaser and all other persons deriving title under him/her shall and will at all times hereafter shall observe the restrictions/ Rules regarding the user of the said Apartment and Appurtenances and also the obligations set forth in the **Schedule “D” & “E”** hereunder written.

b) **THAT** after registration of the deeds of conveyance of all the apartments in **GREEN ASTER** the Owner/Vendor/Promoter will take steps for formation Association of the apartment owners of **GREEN ASTER** in accordance with the provisions laid down under the West Bengal Apartment Ownership Act, 1972 and/or any other applicable law. The Purchaser shall join for forming and registering an Association under the West Bengal Apartment Ownership Act, 1972 and for this purpose the Purchaser shall execute the Deed of Declaration and/or necessary documents as provided under the West Bengal Apartment Ownership Act, 1972.

c) **THAT** the Owner/Vendor/Promoter , after formation of the Association, shall hand over the balance funds such as maintenance charges, etc. already collected from the owners / Purchaser of **GREEN ASTER** to the Managing Committee of the Association

d) **THAT** the Owner/Vendor/Promoter has delivered and put the Purchaser in actual physical possession of the Said Apartment on or before the execution of these presents.

e) **THAT** the Purchaser shall be the sole and absolute owner of the Said Apartment with the rights of ownership, possession and enjoyment and that the Purchaser shall from the date of the Possession Date pay the proportionate share of all outgoings and maintenance and other charges.

f) **THAT** the Purchaser shall be liable to pay directly to authorities, contribution, portion to the floor area of the said flat towards payment of

Municipal rates and taxes after getting possession of the said flat till the said flat mutated in the name of the Purchaser. The Purchaser shall also be liable to bear proportionate charges along with other flat owners for repairs, maintenances and replacement for the common area.

g) **THAT** the Purchaser should pay the proportionate maintenance and other common charges of the flat to be purchased by the Purchaser from the date of taking possession of the said flat by the Purchaser, to be paid to the Owner till formation of the association of the building of all co-owners.

h) **THAT** the Purchaser shall not make any obstruction in constructional work of the building in any manner whatsoever.

i) **THAT** the total consideration money is exclusive of any type of taxes i.e. G.S.T, TDS etc. and any Government duties as applicable which to be Assessed upon the consideration money to be paid by the **PURCHASER** to the **OWNER**. Purchaser have paid Rs./- for CESC meter and to be paid legal & registry processing charge, Association formation charges etc.

j) **THAT** Prior to this Deed of Conveyance, the Purchaser has surveyed and measured the area of the said Apartment and upon being fully satisfied has entered into this Deed of Conveyance and as such the Purchaser shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives its right, if any, to do so.

k) **THAT** the Purchaser shall bear the stamp duty and registration charges including the registration fees, legal fees and such other incidental expenses/ charges in respect of registration of this Deed of Conveyance.

l) **THAT** the Purchaser shall not seek partition or division or separate possession in respect of the Said Apartment and Appurtenances. None of the

Purchasers / occupiers of the apartments shall make any obstruction or store or keep any article in Common Areas and Facilities area.

SCHEDULE 'A' ABOVE REFERRED TO:

(Description of Said land with structure)

ALL THAT the piece and parcel of land containing an area of 9 Cottahs 14 Chittacks 02 Sq. ft. be the same a little more or less together with one storied tin and/or asbestos shed structure standing thereupon having a total area of 300 Sq. ft. being premises No. 277/A, Barrackpore Trunk Road, Kolkata - 700 036, within the limits of Ward No. 24 of Baranagar Municipality, P.S. Baranagar comprised in and being part of C.S./R.S. Dag Nos.425, 426 and 427, corresponding to L.R Dag Nos. 777, 778, & 779, C.S./R.S. Khatian Nos.1104, 1112, and 1105, corresponding to L.R. Khatian Nos. 2508, Mouza Nainan, J.L.No. 8, Touzi No.1298/2833, Municipal Holding No.124, Assessment No. 1201202006151, District - 24 Parganas (North), butted and bounded as follows :

On The North By: 18' wide Ghosh Para Lane

On The East By: Part of Premises No.277, B.T. Road ;

On The West By: Municipal Drain & Jadav Ghosh Lane;

On The South By: 15' wide Municipal Road & Jumac MFG Pvt, Ltd.

SCHEDULE 'B' ABOVE REFERRED TO:

(APARTMENT/FLAT)

ALL THAT one self contained flat measuring about Carpet area more or less, on theFloor,..... side, flat No.,Type Residential of the building named "**GREEN ASTER**", consisting of 2 bed rooms, 1 kitchen, 1 dining, 1 drawing, 2 privy and bath, which is demarcated in the plan attached hereto and marked as **ANNEXURE "A"** with **Lift** facility ALONG WITH undivided proportionate share, right, title and interest in the land

underneath the building on which the flat is situated, forming part of the Said Property TOGETHER WITH common rights in the common areas and facilities of the said building/ Project and shown in color **RED** Border in the **Map** or **Plan** annexed herewith, which is part of the deed.

SCHEDULE 'C' ABOVE REFERRED TO:

(Specification, Amenities, Facilities of the Apartment)

Each flat contained :

- | | | |
|-----------------|---|--|
| a) Structure | : | RCC Foundation and framed Structure for Ground + 4 floors. |
| b) Walls | : | Outer walls 8" thick, between two flats 5" thick walls and inner walls 3"/5" thick. Internal wall finish with Putty. External wall finish with weather coat paint. |
| c) Floors | : | Quality vitrified tiles flooring except in bathroom. Skirting up to 4" height. |
| d) Windows | : | Anodized Aluminum sliding windows, Glass shutters covered with grill. |
| e) Doors | : | Sal wooden frames with flush doors. |
| f) Sanitation | : | Ceramics tiles up to door height. Antiskid ceramic tiles on floor, Sanitary and C.P fittings of reputed brand. Concealed pipe line. |
| g) Kitchen: | : | Granite platform, S.S. Sink, Cladding tiles up to 2 feet level above kitchen platform Provision for Exhaust Fan / Chimney. |
| h) Electrical | : | A.C. point in each bed room. Geyser point in one bathroom. Branded quality electrical modular switches. Concealed copper wiring. |
| i) Water System | : | Deep tube well and Municipality water shall be |

provided. Overhead water storage at roof. Water filter system will be installed.

- j) Lift : Reputed Company will construct Lift facility. Not to carry goods in the lift

SCHEDULE 'D' ABOVE REFERRED TO:

(Specification, Amenities, Facilities of the Project)

(Common Areas/ Common Parts & facilities)

1. Foundation beams, vertical and lateral supports main walls, common walls, boundary walls and main entrance gate of the building.
2. Main gate of the premises and common passage.
3. Installation of common service viz. electricity, water pipes, sewerages, rain water pipes, overhead water tank.
4. Septic tank on the ground floor for use of all Apartment owner of the building.
5. Common staircase, landing, spaces lobbies and proportionate roof right etc.
6. Lighting in the common space, passage, staircase including fixture and fittings.
7. Common electric meter installations.
8. All open to sky space surrounding the said building.
9. Municipal Tap water.
10. Space for meter board and switches.
11. Lift, Lift room.
12. Filtered Water Supply
13. CCTV Surveillance .
14. Common Toilet for Servants / Drivers at ground floor, if any.
15. All other parts or the said building necessary for its existence maintenance and safety for normally in common use of the owners in the respective Apartment.

SCHEDULE "E" ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All costs of maintenance, operation, replacing white washing, painting, re-building, re-construction, re-decoration and lighting the common pans.
2. All charges and deposit for supplies common utilities of the all flats or apartment owners.
3. Municipal taxes and other outgoing taxes.
4. All other expenses and outgoing as incurred for the purpose of aforesaid deemed by the assignee to be necessary or incidental to the common purpose, maintenance cost will be notified after possession of the Apartment.
5. The Owner/Promoter shall not be responsible for any extra work for fittings and/or addition alteration, modification and/or any variation of the aforesaid Apartment.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Purchaser:

Name

Address-

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED Owner/Promoter:

(1) **SRI PRADIP CHANDRA KAR**

Address:31/1, BaghaJatin Road, P.S & P.O-Baranagar,Kolkata - 700036

Signature

(2) **SMT ANITA GUPTA**

Address 211, B. T. Road, P.S & P.O-Baranagar, Kolkata - 700 036.

Signature

In the presence of WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

MEMO OF CONSIDERATION

RECEIVED from the within named **“PURCHASER”** the sum of **Rs.**
...../- (Rupees only) in the name of
developer on the following manner:-

- 1.
- 2.

Total **Rs.**/-
(Rupees only)

Witnesses:

- 1)

- 2)

(Signature of Owner/Promoter)

Drafted and prepared at my office,

Srabani De Ghoshal
Advocate
High Court, Calcutta
Mob:9830170789
Enroll No.W.B.-1838/95.