

SALE DEED OF OWNERSHIP FLAT

Government Market Value Rs.

Set Forth Value: -...../-

Flat No.... in Floor

Super Built-Up Area of Flat Sqft, (.....sqft. Carpet Area)

Mouza Ghagra under Banchukamari Gram Panchayat, PS & Dist Alipurduar

The Conveyance made this the 19th day of 2023

BETWEEN

*Smt..... D/o Mr..... Residing at
P.O..... P.S.& Dist- Alipurduar Pin-.....*, hereinafter referred to as the PURCHASER, which expression unless repugnant to the context shall mean and include their heirs, successors executors, administrators and assigns of the one part..

AND

S.S.SHIVAM CONSTRUCTION PVT.LTD., a Private limited company incorporated under the companies act. 1956 being certificate of incorporation No-U45500WB2019PTC235139, having its Principal place of business at Vill+P.O. Ghagra P.S. Alipurduar, Dist. Alipurduar, Pin 736122,PAN-ADCS0296C being represented by its Directors **1)SRI UJJAL SAHA**, Son of Sri Samir Saha, Business by Occupation, Hindu by religion, Indian by Nationality, resident of New Town, Durgabari, Ward No. 02 of Alipurduar Municipality, Post Office, Police Station and District Alipurduar - 736121, and **2) SRI JHANTU DAS**, Son of Sri Paresh Das, Business by Occupation, Hindu by religion, Indian by Nationality, resident of Vill+P.o- Ayranchathalia, Police Station Tufanganj, District Coochbehar - 736156, within the State of West Bengal,. *hereinafter called "THE LAND OWNER /CONFIRMING PARTY"* (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and

include their heirs , successors , legal representatives, executors, administrators and assigns)other Part.

WHEREAS the First Party is the absolute owner of total land measuring 0.105acres of Mouja Ghagra,

The owner of the below schedule land saw Umesh Chandra Ghosh @ Upesh Chadra Ghosh who has owner of land measuring 67 Decimal of land . That Umesh Chandra Ghosh @ Upesh Chadra Ghosh sold out his 67 decimal of land from his total share of land to Dinesh Chandra Saha through two registered sale Deed being No.I-1677 dated 12.02.1976 and Deed being No.I-2480 dated 04.04.1977. After purchasing the said land Dinesh Chandra Saha has also sold out his 67 Decimal of land to Anil Kumar Ghosh through a registered sale Deed being No.I-2610 date 2.06.2016. Executed before the Additional District Sub Registry Office, Alipurduar. Thereafter purchasing the said land Anil Chandra Ghosh have also mutated and recorded his name in the settlement Records as well as they have got computerized L.R Khatian being No.2654.and He have also recorded 09 Decimal in L.R Plot No-1377, 38 Decimal in L.R Plot No-1378, 02 Decimal in L.R Plot No-1379 & 18 Decimal in L.R Plot No-1383 and Change of Classification vide case no-CN/2021/2004/312, memo No-510/SDLLRO/APD/21 dated 04.10.2021 and Case No-CN/2021/2004/379, memo No-569/Con/SDLLRO(A)/2021 dated 03.11.2021,total 67 decimals of land converting in commercial Bastu. Anil Chandra Ghosh has also sold out his 67 Decimal of Land to S.S.SHIVAM CONSTRUCTION PVT. LTD. Through a registered Sale Deed Vide No-I-2292 Dated 11.05.2023 Executed before the District Sub Registrar Office, Alipurduar.

The Owner being desirous of having his said plot of land admeasuring 0.105 acre (out of 0.38Acre) to be put in and used in Flat project namely “**SIDDHI VINAYAK APARTMENT**” .

AND WHEREAS the First Party passed a (G+2) Storied Building Plan in the name of vendor Vide Plan N0-45/Plan/Engg/APDZP Date:-16.08.2023. Issued by Alipurduar Zilla Parishad.

AND WHEREAS the Land Owner is the sole and absolute owner of the multi-storeyed residential building with piece and parcel of land or ground there under

whereupon or on part whereof the same is erected and built fully described on the schedule A hereto and hereinafter referred to as the said building.

AND WHEREAS the Vendor offered sale of said flat as ownership flat as described in schedule B given hereunder.

AND WHEREAS it is agreed by and between the parties the Vendor agreed to sale and the purchaser agreed to purchase and the thereby own the said flat at Third Floor in the building known as " SIDDHI VINAYAK APARTMENT" flat no..... in..... Floor with sole, exclusive transferable and irrevocable right to use the same together with undivided share or interest as described in Schedule D&E.

NOW THIS INDENTURE WITNESSTH that in persuasion of agreement and in consideration of the sum of Rs..... paid by the purchaser to the Vendor by cheque, in the A/C of S.S SHIVAM CONSTRUCTION PVT. LTD. The transaction details as follows i.e. total Rs..... the receipt of which sum the Vendor hereby acknowledges. The said Vendor as owner does hereby grant convey, transfer and assign assure unto the said purchaser free from all encumbrances the flat. described in Schedule B with its floor and inner wall with impartible share on the land below except the right of demolition or committing waste or changing nature and character of the walls or pillars or any fixture and fitting to have and to hold the property hereby conveyed to the purchaser absolutely. The Government Assessed value Rs.....

AND THAT the Vendors do hereby covenant and agree with the purchaser

THAT notwithstanding any act, deed or thing whatsoever done by me (vendor) or any of our predecessor in title done or executed or knowingly suffered to the contrary to me (vendor) have at all material times hereto before and now has good, right, power absolute authority and indefeasible title to grant, sell, convey, gift, transfer the said property for me to the purchaser and the purchaser shall have absolute and irrevocable title over the property and it is further agreed and declared between the parties as follows.

01) The purchaser shall be liable to pay directly to the authorities or contribute in proportion of floor area of the flat hereby conveyed to the purchaser towards payment of local taxes and other outgoing payable in respect of the property.

02) The purchaser shall have full and absolute proprietary right such as the Vendor derives from his title save and except that of demolishing or committing waste in respect of the property described in Schedule B

03) The purchaser's undivided interest in the soil as more fully described in Schedule A hereunder given shall remain impartible from all times with the vendor or other to owner of flat and Garage who may acquire right, title and interest in the land here after.

SCHEDULE A

All that piece and parcel of land measuring a total area of 0.105 acre, situated under Mouza – Ghagra , J.L N0-46 corresponding to LR Plot No. 1378 in corresponding khatian No-3323.

BUTTED AND BOUNDED BY

North-Own Road,

South-Jiten Roy&Others,

East-Nripen Ghosh

West- Own Road

SCHEDULE B

(Description of Flat which is the part and parcel of Schedule "A" land)

All that piece or parcel of residential flat no...on the Floor (.....

.. Side) measuring ApproxsqFt. Super Build up (.....sq ft. carpet Area) Up area of the said (G+2) storied Building. The land consisting 2 Bed Rooms, 1 Drawing Room cum Dining Room, 1Kitchen, 2Toilet and 1 Balcony

Butted and Bounded by:

North-Own Road,

South-Jiten Roy&Others,

East-Nripen Ghosh

West- Own Road

SCHEDULE C

SCHEDULE OF SPECIFICATIONS OF APARTMENT:

1. Main Structure of: R.C.C. Framed Structure
2. Brick Work: All external walls will be 5" thick.
3. Plaster: All walls shall be plastered with 1:4 cement mortars.
4. Flooring: i) Room & Drawing cum-Dining: Floor tiles
ii) Toilets.& Kitchen: Marble/ Floor tiles & Wall Tiles
5. Doors: . (i) Frames: Sal Wood or equivalent,
(ii) Door Shutter: Flash Door/ PVC door in toilet.
6. Windows: Aluminium Channel Frame with Glass panel with Grill covered.
7. Paint: i) Wall: Wall putty
ii) External Wall: The entire building shall be painted.
iii) Door: with one coat primer and pone coat enamel paint.
8. Fittings: (i) Door: The entrance door shall have one steel door: One Night latch (Godrej) and the Bedroom doors shall have in addition to other required fittings.
(ii) Windows: Sliding Window
9. Electrical: (i) Wire: Concealed wiring (Copper wire)
(ii) Bed Rooms: Two light points, one fan point, one 6 amp plug point,one two way bed for master bed rooms only.
iii) Drawing Room: Three light points, one fan point, one 15 amps Plug point and bell point.
(iv) Dining Room: Two light points, one fan points, one 5 amps/ one 15 amps points (Plug)

(v) Kitchen and Toilet: One light point, and one 5 amps Plug point and one 15 amps Plug point for each kitchen/ toilet, one 15 amps switch for water purifier.

(vi) Balcony: One light point and one 5 amps Plug Point.

10. Sanitary and plumbing Fittings :(i) Kitchen-One sink with tap & One Bib cock At ground.

(ii) Toilet-1: Complete with low down cistern, Two bib cocks, one Shower, one basin etc complete.

(iii) Toilet-2: Orrissa Patter W/C with cistern Mixture with hot & cold Water With shower, One Wash Basin etc.

(iv) Dinning: One wash Basin with one pillar one cock & a Water Filter Point.

SCHEDULE-D

Description of Common facilities, Common Area as common users.

- 1) All staircase and landings.
- 2) All the electrical fitting of the staircase and landing with common meter.
- 3) All the drains, Sewerages, Rain water pipes, outside water lines and all outside sanitary pipe lines.
- 4) Deep boring pipe, pump and motor pump main line, Pump House.
- 5) Electrical mains, meter, fitting (except those installed for individual flats) relay Switches.
- 6) Septic tanks soak pits, main sanitary pipes and fittings.
- 7) Boundary walls and Main Gate of the Building.
- 8). Top roof.
- 9). Margin land surrounding the building front.
- 10). such other common parts, Area Equipment's.
- 11). Utilities, fitting and fixtures as are necessary for beneficial to common use.

SCHEDULE-E

(Common Expenses under Society)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipment and installations, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as caretaker, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insurance the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common
6. Municipal tax, water tax and other levies in respect of the premises and the building (save those separately assessed in respect of any unit)
7. Electricity charges for the electrical emergency consumed for the operation of the equipment and installations for the common services and lighting the common Portions.
8. All other expenses and / or out goings as are incurred by the occupier (s) for the common purposes.

IN WITNESS WHEREOF these parties is executed and delivered by me (vendor) in presence of the witnesses on this day, month and year as mentioned hereinabove.

witness: