

DEED OF CONVEYANCE

THIS INDENTURE is made this the day of Two Thousand Twenty one
(2021) B E T W E E N.

SWASTIK ABASAN
Andrani Ghosh
Proprietor

SRI TUSHAR KANTI GHOSH, (PAN–ADYPG1418P & Aadhaar No. 4115-3879-1791), son of Late Haripada Ghosh, by faith Hindu, Nationality-Indian, by occupation–Service, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107 represented by his Constituted Attorney "**SWASTIK ABASAN**" a sole proprietor -ship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its sole proprietress namely **SMT. INDRANI GHOSH**, (PAN: AIHPG7655A & Aadhaar No. - 347141875489) wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, hereinafter referred to as "**THE OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **FIRST PART**. Represented by his constituted Attorney namely "**SWASTIK ABASAN**" a sole proprietor -ship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its sole proprietress namely **SMT. INDRANI GHOSH**, (PAN: AIHPG7655A & Aadhaar No. - 347141875489) wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, duly appointed by a Development Power of Attorney, registered at D.S.R.III Alipore and recorded in Book No. I, Volume No. 1603-2021, pages from to, Being No.16030..... for the year 2021.

AND

Mr....., aged about.....years, son of.....and Mrs
....., aged about.....years, wife of....., both residing at

....., (hereinafter collectively referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or assigns) of the **SECOND PART**;

AND

"**SWASTIK ABASAN**" a sole proprietor -ship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its sole proprietress namely **SMT. INDRANI GHOSH**, (PAN: AIHPG7655A & Aadhaar No. - 347141875489) wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **THIRD PART**:

SWASTIK ABASAN
Indrani Ghosh
Proprietor

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

- a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) “**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) “**Section**” means a section of the Act.
- e) “**Building Complex**” shall mean and include the said premises and the New Buildings there at with the Common Areas and Installations;
- f) “**Co-owners**” shall mean (a) all the allottee of Units in the Building Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor or the Promoter, shall mean the Promoter or the Vendor, as the case may be.
- g) “**Promoter**” shall mean “**SWASTIK ABASAN**” a sole proprietor -ship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its sole proprietress namely **SMT. INDRANI GHOSH, (PAN: AIHPG7655A & Aadhaar No. - 347141875489)** wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, West Bengal, India and include its successors or successors-in-office and/or assigns;
- h) “**Development Agreement with Development Power**” shall mean the agreement dated, registered in the office of D.S.R-III, Alipore and recorded in Book No. I, Volume No.1603-....., pages to, Being No.16030..... for the year 20..... and include any modifications thereof as agreed between the Vendors and the Promoter in writing.
- i) “**Common areas**” mean,
 - i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for the phase;
 - ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
 - iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel;

- v) Installation of central services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation renewable energy;
- vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common us;
- vii) All other portion of the project necessary or convenient for it's maintenance, safety, etc. and in common us;
- j) “**Allottees/Purchasers**” shall mean one or more Allottee named above and include:-
- in case of an individual, his/her heirs executors administrators legal representatives and/or assigns;
 - in case of a HUF, its members for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - In case of a partnership firm or LLP, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns and in case of LLP shall also include its successors or successors-in-office and/or assigns;
 - In case of a Company, its successors or successors-in-office and/or assigns;
 - In cases not falling within any of the above categories, the constituent of the Allottees as its nature and character permits and their heirs legal representatives or successors as the case may be and/or assigns.
- k) “**OWNER**” shall mean **SRI TUSHAR KANTI GHOSH**, (PAN–ADYPG1418P & Aadhaar No. 4115-3879-1791), son of Late Haripada Ghosh, by faith Hindu, Nationality-Indian, by occupation–Service, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107 and include its and each of its successors or successors-in-office and/or assigns;
- l) Words importing masculine gender shall according to the context mean and construe feminine gender and/or neuter gender as the case may be; Similarly words importing feminine gender shall mean and construe masculine gender and/or neuter gender; Likewise words importing neuter gender shall mean and construe masculine gender and/or feminine gender;
- m) Words importing singular number shall according to the context mean and construe the plural number and vice versa. Similarly words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa;

WHEREAS

A) RECITALS:

WHEREAS one Yachin Sardar, Azid Sardar and Mazid Sardar and others were the lawful owners of ALL THAT a piece and parcel of land measuring 24 Decimals more or less together with the dwelling structure standing thereon, situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10,12, comprised in C.S. Dag No.1722, 1723, appertaining to C.S. Khatian No.128 & 835 corresponding to R.S. Dag No.2027 to R.S. Khatian No.136 & 1194, under P.S. Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.106,

Sub-Registry office at Sealdah, in the District of South 24-Parganas, each having 1/3rd share therein but due to inadvertence, in the Settlement records of rights, the share of Yachin Sardar was recorded as 9 Annas and the said Azid Sardar and Mazid Sardar was recorded as 14 Paise share.

B) AND WHEREAS the said Azid Sardar and Mazid Sardar filed a suit in the Court of Ld.1st Munsiff at Alipore, vide Title Suit No.604 of 1935 claiming the equal share in the said property and on the basis of compromise petition, the said Ld. Court passed the final Order on 13.11.1935 and they became the owners of equal 1/3rd share.

C) AND WHEREAS the said Yachin Sardar, Azid Sardar and Mazid Sardar sold their share land to one Smt. Kalidasi Mitra, wife of Late Keshab Lal Mitra and other Korban Sardar sold his share of land to one Smt. Arati Basu by a Deed of sale, dated 12.11.1956, registered at D.R. Alipore, vide Book No.I, Deed No.8019 for the year 1956.

D) AND WHEREAS for the purpose of more convenient use and enjoyment, the said Kalidasi Mitra and others made partition or division of the said land in respect of their share, by a deed of Partition, dated 22.07.1961, registered at S.R. Alipore and recorded in Book No.I, Deed No.6314 for the year 1961 and the said Kalidasi Mitra was allotted the land measuring 8 Decimals of C.S.Dag No.1722 under Khatian No.835 and 16 Decimals of C.S.Dag No.1723 under Khatian No.128 at said Mouza-Garfa.

E) AND WHEREAS being in need of money, the said Smt. Kalidasi Mitra sold, transferred and conveyed a portion of the said land measuring 5 Cottah 4 Chitak 32 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Sale, dated 08.08.1962, registered in the office of S.R. Alipore and recorded in Book No.I, Volume No.131, page from 4 to 6, Deed No.6873 for the year 1962 unto and in favour of the mother of the owner herein Smt. Binapani Ghosh.

F) AND WHEREAS after such purchase, the said Smt. Binapani Ghosh mutated her name in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as **Premises No. 263, Purbachal Main Road**, vide Assessee No.31-106-16-0263-3, Kolkata-700078, upon payment of rates and taxes thereto.

G) AND WHEREAS out of natural love and affection, the said Smt. Binapani Ghosh gifted a portion of the said land measuring 1 Cottah 5 Chitak 08 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 18.02.2002, registered in the office of D.S.R.-III, Alipore and recorded in Book No. I, Volume No.116, page from 246 to 257, Deed No.5002 for the year 2002 unto and in favour of her son Sri Tarun Kanti Ghosh.

H) AND WHEREAS thereafter out of natural love and affection, the said Sri Tarun Kanti Ghosh gifted, transferred and conveyed the said land measuring 1

Cottah 5 Chitak 08 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 04.12.2015, registered in the office of D.S.R.-III, Alipore and recorded in Book No.I, Volume No.1603-2015, page from 135217 to 135237, Deed No. 160308159 for the year 2015 unto and in favour of his brother Sri Tushar Kanti Ghosh, the Owner herein.

D) AND WHEREAS out of natural love and affection, the said Smt. Binapani Ghosh gifted another portion of the said land measuring 3 Cottah 15 Chitak 24 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 18.02.2002, registered in the office of D.S.R.-III, Alipore and recorded in Book No.I, Volume No.6, page from 736 to 748, Deed No.01057 for the year 2003 unto and in favour of her son Sri Tushar Kanti Ghosh, the owner herein.

J) AND WHEREAS by way of gift thus the Owner herein became the Owner of total land measuring 5 Cottah 4 Chittak 32 sq.ft. be the same a more or less, together with 200 sq.ft. Asbestos shed structure standing thereon, more fully described in the First Schedule hereunder written and mutated his name in the office of the Kolkata Municipal Corporation in respect of the said Premises No.263, Purbachal Main Road, vide Assessee No.31-106-16-0263-3, Kolkata-700078, upon payment of rates and taxes thereto and seized and possessed of the said property, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS

i) Vendors herein become absolute owners of total land measuring 5 Cottah 4 Chittak 32 sq.ft. be the same a little more or less and they jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of ALL THAT piece and parcel of land measuring about 5 Cottah 4 Chittak 32 sq.ft. be the same a more or less more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written having undivided share therein and have caused their names to be mutated in the records of the 5 Cottah 4 Chittak 32 sq.ft. be the same a more or less in respect thereof.

ii) By the Development Agreement the Owners/Vendors, inter alia, did thereby agree to provide the said premises and to allow the same to be used exclusively and solely for the purpose of development of the same by the Promoter and agreed that with effect from the date of execution thereof, the Promoter would have the sole exclusive and irrevocable right and authority to develop the said premises into a building complex and to transfer the same in the manner mentioned therein. Under the said Development Agreement it was further, inter alia, agreed between the Vendor and the Promoter:-

a. The Promoter/Developer would have the exclusive rights and authority to sell transfer and transfer the its Developer's allocation (save and except the Owners allocation) on the terms and conditions therein contained;

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Proprietor

b. The Developer agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the Building Complex and in such parts or shares as the Promoter may nominate or require.

iii) By agreement for development with Development Power, dated registered in the Office of the District Sub Registrar-III, Alipore, recorded in Book No.I, Volume No.1603-....., page to, Being No.160304266 for the year 2021 with the Developer, "**SWASTIK ABASAN**" a sole proprietorship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its sole proprietress namely **SMT. INDRANI GHOSH, (PAN: AIHPG7655A & Aadhaar No. - 347141875489)** wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, West Bengal, India, since deceased, for construction of a III storied building, and its authorized representatives named therein as its constituted attorney as and for the purposes mentioned therein.

iv) The building plans for construction of the New Buildings has been caused to be sanctioned by the Promoter from the Kolkata Municipal Corporation, South 24 Parganas vide Building permit No. dated

AND WHEREAS in the said Agreement, it was mutually agreed & settled that the Owners would be entitled to get his Owner's allocation and remaining portion of the said building, comprising of several flats and car parking space would be allotted to the Developer as Developer's allocation, more clearly stated in the said Development Agreement.

AND WHEREAS the Developer "**SWASTIK ABASAN**" is going to construct the said III storied building on the said land as mentioned in the First Schedule below as per the plan duly sanctioned by the Kolkata Municipal Corporation, Vide Plan No. dated and provided all civic facilities and amenities therein at the cost and expenses of the Developer and Developer completed the said building as per sanctioned building plan and handed over the Owner's allocation portion as Development Agreement.

WHEREAS by an agreement for sale, dated, registered in the Office of the District Sub Registrar-III, Alipore, recorded in Book No. I, Volume No.1603-2021, page to, Being No. 16030..... for the year 2019, the Owners and the said Developer, "**SWASTIK ABASAN**" a sole proprietor -ship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its sole proprietress namely **SMT. INDRANI GHOSH, (PAN: AIHPG7655A & Aadhaar No. - 347141875489)** wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, West Bengal, India, agreed to sell ALL THAT one self contained flats, being **Flat No.**, on **floor**, side, measuring about super built up area **sq.ft.** be the same a little more or less consisting of three bed rooms, one Drawing-Dining, one kitchen, one

toilet, one W.C. and one balcony. be the same a little more or less of the said III storied building (details whereof more fully and particularly described and mentioned in the Second Schedule hereunder written and hereinafter referred to as the 'SAID FLAT' together with right to use and enjoy the common areas & facilities along with undivided proportionate share in the land, free from all encumbrances, at a total fixed price or consideration of Rs.-/- (**Rupees**) **only** unto and in favour of the Purchaser herein, under certain terms and conditions therein.

AND WHEREAS the Developer herein completed the said III storied building at the said land and premises as described in the First Schedule below as per the said sanctioned building plan.

AND WHEREAS the Developer herein declared for absolute sale under ownership apartment system out of the Developer's allocation, the flats and spaces and the Purchasers herein being satisfied with the right, title and interest in the said property, proposed to purchase one self contained flat, being **Flat No.**, on **floor**, side, measuring about super built up area **sq.ft.** be the same a little more or less of the said III storied building, with right to use and enjoy in common the common areas and facilities to be provided in the said building with other owners and occupiers of the said premises together with undivided proportionate share in the said land, more fully described in the Second Schedule hereunder written, at the total fixed price or consideration of Rs.-/- (**Rupees**) **only** and the Owners and Developer herein agreed to sell the said flat at the said consideration to the Purchaser herein.

AND WHEREAS accordingly, the said Purchaser herein on the basis of the said agreement have paid the entire consideration amount amounting to Rs.-/- (**Rupees**) **only** to the Developer herein time to time as per Memo of Consideration hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.-/- (**Rupees**) **only** being the full consideration money of the said flat & car parking space, well and truly paid by the Purchasers to the Owners as well as Developer, on or before the execution of this deed, (the receipt whereof, the Owners and Developer do hereby admit and acknowledge the same as per memo of consideration hereunder written and of and from the payment of the same, the Owners and Developer do hereby acquit, release and forever discharge the Purchasers and the said flat with undivided proportionate share in the land and ,the common areas hereby sold) the Owners and Developer do hereby grant, transfer, convey, sell, assign and assure unto the Purchasers ALL THAT undivided proportionate share in the land attributable to the said flat comprised in **Premises No.263, Purbachal Main Road, Kolkata-700078,**

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now within the limits of the Kolkata Municipal Corporation, Ward No.106, Dist. 24-Parganas (South) more fully described in the First Schedule hereunder written, together with the said one self contained flat, being **Flat No.**, on **..... floor**, South -East – North side, measuring about super built up area **1125 sq.ft.** be the same a little more or less of the said III storied building, more fully described in the second Schedule hereunder written, **TOGETHER WITH** all the rights, appurtenances thereto and all easements, quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat with right to use the staircase, electrical installations, entrance for common areas, lobbies, open side space, passage, main gate, boundary wall, roof of the building and other privileges etc. and other common areas in common with the owners and occupiers of the other flats of the said building for the purpose of uninterrupted access to and from the main Municipal road, belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof **AND** all the estate, right, title, interest, claim, and demand whatsoever both at law and in equity of the Owners into or upon the said flat and undivided proportionate share in the said land and every part thereof **TO HAVE AND TO HOLD** the said undivided proportionate share in the land and the said flat & car parking space so to be unto and to the Purchaser absolutely and forever free from all encumbrances.

THE OWNERS & DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows:-

1. The interest which the Owners and Developer do hereby profess to transfer subsist and that the Owners have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said undivided proportionate share in the land and the said flat hereby granted, conveyed, transferred and sold unto the Purchasers in the manner aforesaid and delivered the same.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter, upon, hold, possess and enjoy the said undivided proportionate share in the land and the flat with right to sell, transfer or otherwise alienate the same and pay the rents to the District Collector, South 24-Parganas and taxes to the Kolkata Municipal Corporation, upon getting her name mutated in the records of the said authorities and receive the rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever for or by the Owners or any person or persons claiming through under or in trust for the Owners & developer or any of their predecessor-in-title acquitted, exonerated, discharged, saved, harmless and keep the Purchaser indemnified from or against all charges, encumbrances, made or suffered by the Owners or any person or persons lawfully or equitably claiming as aforesaid.

3. The undivided proportionate share in the land together with constructed flat hereby transferred and conveyed are freed and discharged from and against all sorts of encumbrances, trusts, liens, and attachments whatsoever. There is no case, suits or proceeding pending before any court of law and the Owners and Developer sold the said flat & car parking space while having good and marketable title therein.

4. The Owners and Developer shall from time to time and at all times hereafter upon every reasonable request and cost of the Purchasers make do acknowledge, execute and perfect all such further lawful and reasonable act, deeds and things whatsoever for further better and more perfectly assuring and conveying the said undivided share in the land and the flat hereby sold unto the Purchasers in the manner aforesaid.

5. The Owners shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and cost of the Purchasers produce or cause to be produced to the Purchasers their agents and attorney or any trial hearing commission, examination or otherwise as writing and also shall at the like request and cost deliver or cause to be delivered to the Purchasers such attested writing or any of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-cancelled.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS & DEVELOPER as follows:-

1. That the Purchasers shall pay the proportionate share of Municipal taxes or like taxes under any law, which may be assessed on the entire building, so long as the said flat sold to the Purchasers shall not be separately assessed.

2. The Purchasers shall pay the proportionate cost and expenses for maintaining repairing, renovating of the said building and replacement of any fixtures, fittings and/or components or accessories of the building for white washing or painting of the outer portion of the building etc. more fully mentioned in the Fourth Schedule hereunder written.

3. The Purchasers shall pay the electric charges for consumption of the electricity in their flat proportionately unless the separate electric meter is granted in their names by the Electric Supply authority.

4. The Purchasers shall use the said flat sold to them solely for residential purpose and for no other purpose.

5. The Purchasers shall not make or cause to be made any annoyance or disturbance to the owners and occupiers of the other flats of the said building.

6. The Purchasers shall not store any inflammable or combustible obnoxious and/or objectionable goods or materials other than L.P.G. or kerosene oil for domestic purpose in the said flat sold to them or any part thereof.

7. The Purchasers shall not throw or permit to be thrown dirt, debris, rage or other refuse in the compound, corridor, premises or any other portion outside the said flat.
8. The Purchasers shall keep the said flat and car Parking Space sold to them and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good repair and conditions and in particularly as to support, shelter and lateral part of the building.
9. The Purchasers shall become member of the Association/Society of the owners, which may be formed and also do all such acts and things necessary for making such Association/Society for protection management and maintenance of the said building.
10. The Purchasers shall observe, perform, and comply with all the rules and regulations made from time to time for protection, maintenance and management of the said building and also the rules and municipal bye laws.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of the land measuring 5 Cottah 4 Chittak 32 sq.ft. be the same a more or less, together with Three storied building has being erected as per sanctioned building plan, situated Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S.No.2,Touzi No.10, 12, comprised in C.S. Dag No.1722,1723, appertaining to C.S. Khatian No.128 & 835 corresponding to R.S. Dag No.2027 to R.S. Khatian No.136 & 1194, being **Premises No.263, Purbachal Main Road**, vide Assessee No.31-106-16-0263-3, Kolkata-700078, under P.S. Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.106, Sub-Registry office at Sealdah, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows:-

On the North : Land and of House of Tushar Kanti Ghosh,

On the South : 6ft. wide K.M.C. Road,

On the East : Land of Ajit Kumar Das,

On the West : 12'ft. Wide Common Passage

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one self contained flats, being **Flat No.**, on **floor**, side, measuring about covered area andsq.ft. built up area andsq.ft. super built up area be the same a little more or less consisting ofbed rooms, one Drawing-Dining, one kitchen, one toilet, one W.C. and one balcony. be the same a little more or less of the said III storied building. together with undivided proportionate share in the land situated at and being **Premises No.263, Purbachal Main Road**, vide Assessee No.31-106-16-0263-3, Kolkata-700078, under P.S.

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Proprietor

Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.106, in the District of South 24-Parganas, more fully described in the First Schedule hereinabove written and the said flat is clearly shown and delineated in the map or plan annexed hereto and depicted with RED border line therein.

THIRD SCHEDULE ABOVE REFERRED TO

Common areas and facilities mentioned in this agreement shall include:-

- a) The foundation, column, girder, beams, supports, main walls, corridors, lobbies, staircase, stair ways, landing, side space, entrance, and exit, lift Well, and roof of the building.
- b) The installation of common services such as power light water, drainage and sewerage line and boundary wall etc.
- c) The underground and overhead water tank, water pump motor, water pipes and tap water connection electrical equipment apparatus and installations existing for common use.
- d) All other common parts of the property necessary or convenient to its existence maintenance for common use.

FOURTH SCHEDULE ABOVE REFERRED TO

Common expenses to be paid proportionately by the Purchaser on taking possession or registration of the said flat as follows:-

1. The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations in under or upon the said building and enjoyed or used by the Purchaser hereto in common with other owners and occupiers of the said building.
2. The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the Purchaser hereto in common as aforesaid .
3. The cost of decorating the exterior of the building.
4. The cost of salaries of sweepers, caretaker etc.
5. The cost of working and maintenance of pump motor, tap water equipments, light and service charges.
6. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees: (including joint buyers)

Signature _____
Name _____
Address _____

Please Affix
Photographs
and Sign across
the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners :

(1) Signature _____
Name _____
Address _____

Please Affix
Photographs
and Sign across
the photograph

Promoter :

(2) Signature _____
Name _____
Address _____

Please Affix
Photographs
and Sign across
the photograph

At _____ on February 2021

in the presence of :

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

MEMO OF CONSIDERATION:

RECEIVED of and from within named Allottees/Purchasers the within mentioned sum of **Rs.**/- (**Rupees**) **only** being the full consideration money as per Memo below:-

MEMO

DATE	CHEQUE	BANK	AMOUNT
TOTAL (Rupeesonly			Rs. /-

WITNESSES:

- 1.
- 2.

PROMOTER

SWASTIK ABASAN
Andrani Ghosh
Proprietor