DEED OF CONVEYANCE

THIS DEED OF AGREEMENT FOR SALE is made on this the ---- day of ----- in the year 201---- (Two Thousand ------)

BETWEEN

M/s. ABASAN NIRMAN, a partnership firm having registered office at 48, West Ghoshpara Road, Kankinara, District – 24 Parganas (N) P.S. – Jagaddal, PIN – 743126and representative by its Partners 1) 1) Mr. Falguni Debnath, S/o Late Madan Debnath, by faith Hindu, by occupation - Business, residing at 114/D/1, Muktapukur, Natunpara (Verigate), P.O. Talpukur, Kolkata – 700123 and 2) Smt. Sukriti Jaiswal, wife of Sri Ranjeet Kumar Jaishawal, by faith Hindu, by occupation - Business, residing at 48, West Ghoshpara Road, Kankinara, District – 24 Parganas (N) P.S. – Jagaddal, PIN – 743126, hereinafter called and referred to as the VENDOR and DEVELOPER (which expression shall unless excluded by or repugnant to the context to deemed to mean and include their heirs, executors administrators, legal representatives and/or assigns) etc. of the FIRST PART.

AND

Mr./Ms. -----, (PAN -), son/daughter of Mr. XXXXX, by occupation –XXXX, by occupation – XXXX, by faith XXXX, nationality – Indian, residing at xxxxxx Road, P.O. xxxxxx, P.S. xxxxx, Dist – xxxxx, PIN – 700000, hereinafter jointly called and referred to as the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context to deemed to mean and include their heirs, executors administrators, legal representatives and/or assigns)etc. of the SECOND PART.

WHEREAS Raghav Ghosh was the absolute owner of the property in respect of the scheduled property and died intestate leaving behind his son 1) Khagendra Nath Gosh, 2) Gopal Ghosh, 3) Nimai Ghosh and 4) Balaram Ghosh, 20, Station Road, Bhatpara. The said 1) Khagendra Nath Gosh, 2) Gopal Ghosh, 3) Nimai Ghosh and 4) Balaram Ghosh became the absolute owner of the scheduled property situated at 20, Station Road, Bhatpara, P.O. Bhatpara, Dist.- 24 Parganas (North), within the limit of Bhatpara Municipality, of L.R./R.S. Dag No. 1996, under Khatian No. 4428, 4452, 4573 and 4683, Mouza – Bhatpara, J.L. No. – 1.

AND WHEREAS Khagendra Nath Ghosh died intestate on 20.03.2000 leaving behind him surviving his son Sujit Kumar Ghosh and daughter Shipra Ghosh as his legal heirs and wife predeceased.

AND WHEREAS Gopal Ghosh died intestate on 05.01.2010 leaving behind him surviving his wife Maya Rani Ghosh, two daughter Swapna Ghosh and Sikha Ghosh and one son Sanjoy Ghosh as his legal heirs.

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AND WHEREAS Balaram Ghosh died intestate on 05.03.1979 leaving behind him surviving his four son namly Gobinda Ghosh, Gouranga Ghosh, Sujay Ghosh and Suman Ghosh as his legal heirs and his wife predeceased.

AND WHEREAS Nimai Ghosh died intestate on 27.03.2008 leaving behind him surviving his wife Gouri Ghosh, one daughter Snigdha Ghosh and three son namly Kajal Ghosh, Swarup Ghosh, Sujay Ghosh and Suman Ghosh as his legal heirs and his wife predeceased.

AND WHEREAS the said 1)Sujit Kumar Ghosh, 2)Shipra Ghosh, 3)Maya Rani Ghosh, 4)Swapna Ghosh, 5)Sikha Ghosh, 6)Sanjoy Ghosh, 7)Govinda Ghosh, 8)Gouranga Ghosh, 9)Sujay Ghosh 10)Suman Ghosh, 11)Gouri Ghosh, 12)Snigdha Ghosh 13)Kajal Ghosh, 14)Swarup Ghosh, and 15) Arup Kumar Ghosh became the absolute owner in respect of scheduled property by virtue law of inheritance as well as Hindu Succession Act, 1956.

AND WHEREAS M/s Abasan Nirman, Vendor herein, purchased from the said 1)Sujit Kumar Ghosh, 2)Shipra Ghosh, 3)Maya Rani Ghosh, 4)Swapna Ghosh, 5)Sikha Ghosh, 6)Sanjoy Ghosh, 7)Govinda Ghosh, 8)Gouranga Ghosh, 9)Sujay Ghosh 10)Suman Ghosh, 11)Gouri Ghosh, 12)Snigdha Ghosh 13)Kajal Ghosh, 14)Swarup Ghosh, and 15) Arup Kumar Ghosh a plot of land measuring 9 Satak/decimals more or less together with one tile shed structure measuring 500sqft in R.S./L.R. Dag No. 1969, under Khatian No. 4428, 4452, 4573 and 4683, Mouza - Bhatpara, J.L. No. - 1 through a Registered Deed of Sale being No. 655, recorded in book No. 1, C.D. Volume No. ..., written in pages from to and same was registered at R.A. IV, Kolkata on 18/05/2017 and mutated his name in the Settlement Record in respect of property and also recorded his name in the record of Bhatpara Municipality in Ward No., Holding No. 20, Station Road, and since then M/s Abasan Nirman has been seizing, possessing and enjoying the same with absolute right, title and interest without any disturbances and encumbrances from any corner whatsoever.

AND WHEREAS Mr. Sujit Kumar Ghosh, son of Late Khagandra Nath Ghosh and Mrs. Sipra GHosh wife of Sri Biplab Ghosh and doughter of Late Khagendra Nath Ghosh was the absolute owner of the another property in respect of the scheduled property after the demise of their father Late Khagendra Nath Ghosh on 29.03.2000 and mother Late Shanti Lata Ghosh of 07.12.1987.

AND WHEREAS M/s Abasan Nirman, Vendor herein, purchased the second land from a plot of land measuring 5 Satak/decimals more or less in R.S./L.R. Dag No. 1989, under the R.S. Khatian No. 1591 corresponding to L.R. Khatian No. 4918, Mouza - Bhatpara, J.L. No. - 1 through a Registered Deed of Sale being No. 8106 dated 20.09.2018, and same was registered at ADSRO Naihati on 20.09.2018 and mutated his name in the Settlement Record in respect of property and also recorded his name in the record of Bhatpara Municipality in Ward No. 5, Holding No. 20, Station Road, and since then M/s Abasan Nirman has been seizing, possessing and enjoying the same with absolute right, title and interest without any disturbances and encumbrances from any corner whatsoever.

AND WHEREAS M/s Abasan Nirman mutated its name in BLBLRO after purchasing the above both land measuring 14 satak.

AND WHEREAS during peaceful enjoyment over the said property the owner herein M/s Abasan Nirman intending to develop the plot of said land measuring 9 satak and 5 satak total measuring 14 satak, after taking proper building plan from Bhatpara Municipality constructed one multi storied building thereon for the sake of brevity the said land with multi storied building is to be hereinafter referred to and called as the "SAID PREMISES" more fully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the Developer/Owner has started the construction as per the sanctioned plan and other necessary work. The Purchaser has taken inspection of all relevant paper and documents of the First Schedule Property and satisfied about the papers to the premises and after satisfaction the Purchaser approached to the Developer/Owner to purchase of self-contained Flat being No. on floor at Side, measuring super built up area of Sqft more or less for total consideration of Rs.00,00,000/-

(....... In word) only which the purchaser and the Developer/owner have agreed upon the terms and conditions as follows:-

AND WHEREAS as per the Development Agreement entered into between the Developer and Vendor herein and Purchaser Mr. XXXXXXX on intended to sale the said flat to knowing the said declaration made by the owner/vendor herein to be true and satisfactory with a view to purchase the said flat of the said building, the purchaser herein has inspected the legal papers, deeds and said sanctioned plan and being satisfied with the same in all regards and the purchaser herein proposed the owner/vendor herein to purchase the said flat in his favour from the owner/vendor herein at a total consideration of Rs. 00,00,000/- only.

AND WHEREAS as per terms of the said declaration, the Vendor herein have agreed to sell and the Purchaser herein has agreed to purchase the said flat measuring super-built up area 000 sq.ft. in the fourth floor of the multi storied building "Bhatpara Abasan" situated at Holding No. 20/A, Station Road, P.S. Jagaddal, P.O. Bhatpara, Dist - North 24 Parganas, PIN 743123 together with undivided proportionate share of land at the said premises with common parts, common conveniences, common amenities and facilities thereto belonging to the said building and the said Premises at or for Rs. 00,00,000/- (Rupees Lacks) only, which has been paid by the purchaser herein to the vendor herein and the possession thereof has already been delivered to the purchaser herein by the vendor, for the sake of brevity is to be called and referred to as the "SAID FLAT", which is morefully described and written in the SECOND SCHEDULE hereunder written and the said flat has been delineated with RED border line in the map or plan attached hereto being the part of these presents.

AND WHEREAS both the parties herein have discussed among themselves regarding the terms and conditions on which the said flat can be sold out and purchased and all the parties herein have accepted the terms and conditions as written hereunder.

NOW THIS DEED WITNESSETH as follows:-

That in consideration of a sum of Rs.00,00,000/- (Rupees Lacks) only paid by the purchaser to the owner herein with full knowledge and consent of the Vendor through or by virtue of a Memo of Consideration mentioned in below,

That in pursuance of the said declaration and in consideration of the said total sum of Rs. 00,00,000/- (Rupees Lacks only) paid by the Purchaser herein to the Vendor herein, simultaneously with the execution of these presents the Vendor herein doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and to said Purchaser herein free from all encumbrances ALL THAT the said flat including all structures, fittings, fixtures, lights, liberties, privileges, with all rights to ingress and egress and all easement rights and user rights whatsoever belonging to the said flat AND ALL rights, title, interest, possession, profits, claim, demands whatsoever of the vendor herein into or upon the said flat and every part thereof hereby sold, conveyed, transferred to the purchaser herein including their heirs, executors, administrators and assigns absolutely and forever. That the vendor herein doth hereby covenant with the Purchaser herein that notwithstanding any acts, deeds, hereto before done, executed or knowingly suffered to the contrary the Vendor herein is now lawfully seized and possessed of the said flat, free from all encumbrances, attachments, charges and defeats whatsoever and there is no suit or dispute or case pending in any Court in respect of the said flat and the Vendor herein have full power and absolute authority to sell or transfer the said flat in any manner and the purchaser herein shall hereafter peaceably and quietly hold, possess and enjoy the said flat as its absolute owner and possessor with absolute right to sell, transfer, gift, mortgage, lease, convey, whatsoever as its absolute owner and possessor. That the Vendor herein doth hereby covenant with the Purchaser herein to save the same flat harmless and shall at all times hereafter indemnify and keep indemnified the Purchaser herein from or against all encumbrances, losses, damages, charges whatsoever. That the Vendor herein shall at the request and at the cost of the purchaser herein do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said flat and every part thereof in the manner

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aforesaid according to the true intent and meaning of this Deed. That the purchaser herein shall be at liberty to enjoy all rights of ingress and egress and to enjoy all easement rights over and through and to and from adjacent common passage and road and the purchaser herein has got every liberty to make all arrangements for electric connection, telephone connection, gas connection, drainage system over and through the said flat. That the Vendor herein shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the purchaser herein produce or to cause to be produced to the Purchaser herein at any trail, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said flat hereby sold, conveyed and transferred to the purchaser herein.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN BOTH THE PARTIES **HERETO** as follows: -

- That the Purchaser shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said flat to any person or persons without any consent of the Vendor or any other co-owner or owners of the said flat of the said premises.
- That the Purchaser's undivided right, title, interest, possession in the soil of the said premises more fully mentioned in the First Schedule hereunder written, shall remain jointly for all times together with the other co-owners of the other flats at the said premises.
- That the purchaser shall have all rights to mutate his name as owner and possessor in respect of the said flat in The Mohanpur Gram Panchayet and in the records of any other authorities, in that event the Vendor shall give his consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchaser.
- 4. That the purchaser shall be liable to pay directly to the Mohanpur Gram Panchayet or to any other authorities, in respect of the said flat hereby sold and transferred to the purchaser towards payment of Owner's share and occupier's share of Rates, taxes, land Revenues and other outgoing charges payable for the said flat at the said premises.
- That so long as the said flat shall not be separately assessed in the name of the purchaser for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the purchaser shall pay proportionate share of the aforesaid charges in that event the purchaser shall pay proportionate share of the aforesaid charges as levied on the said flat on and from the date of execution of this Deed.
- 6. That the Purchaser shall have full and absolute rights in common with the other co-owners of other flats of the said premises in respect of proportionate share of common rights, common facilities and common amenities belonging to the said multi storied building and belonging to the said premises morefully described in the THIRD SCHEDULE hereunder written together with the right of the common use of the roof of the said muilti storied building at the said premises.
- That the purchaser shall have all right to take electric, telephone, gas, water pipe etc. connections at the said flat in the name of the purchaser at the purchaser's own cost.
- That the purchaser shall have all rights of erecting scaffolding at the common spaces of the said premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions, in respect of the said flat.
- That all expenses for maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building shall be proportionately borne by the purchaser with the other Co-owners of the said multi storied building, described in the FOURTH SCHEDULE hereunder.
- That all expenses for running and operation of all common machineries, equipments and other installations, including all costs of maintenance, repairing, shall be borne by the Purchaser proportionately with the other Co-owners of the said multi storied building.
- That the purchaser have common right of the ultimate roof of the said newly partly multi storied building at the said premises and the purchaser shall have right to use and occupy the said roof without any

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hindrance, obstruction and encumbrances commonly with the other flat owners of the said newly constructed and multi storied building.

The Developer/Confirming party therein shall always and from time to time, as and when required, by reasons of such further construction be entitled to connect the electric connection, water connection, sanitary connection and drainage connection, fittings and fixtures to the additional structures and Storeys with the connection and/or sources that may then be existing for the Flats and the said additional structures shall be entitled to all the benefits, advantages, enjoyments and facilities as the other parts of the said Building for the time being shall have and it is specifically mentioned herein that such additional structures will have proportionate right, title, interest, claim and demand on and over the Common parts & Common Enjoyment as specifically mentioned with THIRD SCHEDULE Common parts & Common Enjoyments hereunder written and Undivided proportionate Share of Land.

That one Association and/or Society will be formed between the Flat owners of the said multi 13. storied building.

That after formation of the said Association and/or Society, the said body will be liable for the running maintenance, repairs, replacement, installations etc. of the said multi storied building as well as said premises out of their own fund which will be raised from the flat owners of the said building by the Association and/or Society and/or organization and the purchaser including the other flat owners will not demand for the same to the Developer/Confirming party and the Vendor herein after formation of the Association and/or Society.

The Purchaser herein hereby to pay proportionate common Expenses as specifically mentioned within FOURTH SCHEDULE (common Expenses) hereunder written on and from the date of possession of the said Purchaser's portion regularly.

i) All payments and/or deposits required to be made deposited under this clause shall be made within the time as fixed by the Association or the Organization which shall be formed by the purchaser herein jointly with the other flat owners of the said building but will not carry any interest. It is specifically made clear that the purchaser herein shall have no individual right to form any syndicate or society or the Association or the Organization for maintenances, supervision or control management of the said Building and/or Common Parts & Common Easements in contradiction to the sole and absolute rights of the Developer/Confirming party.

ii) for all payments whether on account of price or any periodical payments or initial payments of any further deposit to be made under from time to time, such as installation of generator, fire fighting equipment, high voltage equipment and others, that shall always be deemed to be the essence of Common Expenses.

THE PURCHASER HEREIN shall not-

- use, utilize and enjoy the benefits and advantages of darwan room, attached toilet and pump room,
- make any alteration in the elevation and outside colour scheme of the other co-owners' Allocation B) as well as the entire Building,
- do or suffer anything to be done in or about the purchaser's portion, which may cause or tend to cause any damage to any flooring or ceiling of the Flats or any other portions over and below the purchaser's portion or on the sides (Partition Wall) adjacent to the said purchaser's portion or in any manner obstruct or prevent it from the use and right of enjoyment thereof quietly and exclusively by the persons entitled thereto or of common parts & Common Easements or amenities available for common use

demolish the said purchaser's portion or any part thereof. D)

- do or commit to do or cause or permit to be done or committed any act, deed or thing which may E) render void or voidable any insurance of the said multi storied Building or any part thereof or cause any increase in premium to be payable to be payable in respect thereof including said premises.
 - close the Balcony (if any).

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- throw or accumulate any dirt, rubbish, rages or other refusals or permit the same to be thrown or G) allow the same to be accumulated in the said Purchaser's portion or in the other parts of the said Premises, Mezzanine Floor (if any), covered space, Parking Spaces, Common parts & Common Enjoyment or in the Open Space.
- store or keep stored or allowed to store in the flat as well as in the said premises any goods of H) hazardous or combustible nature or otherwise materials or any other goods or articles which are likely to endanger the said flat or any illegal articles or any noise creating equipment or machinery or any articles giving an offensive smell or which are as heavy as to effect the structural construction of the multi storied Building or keep any animal or any other articles which may create nuisance or annoyance to the neighbors and/or Purchaser and/or occupiers of the said premises and/or purchaser or owners or occupiers of other flats in the neighborhoods.
- install any machinery for carrying on or to carry on any manufacturing business in the flat and also 1) within the Said Premises.
- dry clothes in the Common parts & Common Enjoyments, Covered Space and parking spaces. J)
- K) use stove or Chula in the Covered Space and other common passages and other portion and/or allow the smoke to spread and go in the Common Parts & Common Enjoyment Parking Spaces and Flats. L) allow his servants, guards and gate keepers (darwans), drivers or agents to wait; take rest or sleep in the Covered Space, Common parts & Common Enjoyment or any portion of or in Parking Spaces.

The Purchaser herein shall use the purchaser's portion for residential purpose only which may not or is not likely to cause danger, nuisance or annoyance to the owners or to the occupiers of the other portions of the multi storied building and Said premises or occupiers of the adjoining or neighboring properties and nor shall use/Transfer the same for any illegal or immoral purpose.

THE FIRST SCHEDULE AS ABOVE REFERRED TO

(Said Land/Premises)

ALL THAT the piece and parcel of the BASTU Land measuring 14(Fourteen) Satak more or less together with one tile shed structure measuring about 500sqft, laying and situated at Mouza: Bhatpara, J.L. No. 1, comprised and contained in L.R. Dag No. 1996 and 1989 under in Khatian No.8469, within the limits of Bhatpara Municipality in Ward No. 5, Holding No. 20/A, Station Road, P.S. Jagaddal, P.O. Bhatpara, Dist -North 24 Parganas, PIN 743123 under the Jurisdiction of A.D.S.R. Naihati, follows which is duly butted and bounded as follows :-

: House of Smt. Sefali Rani Paul and others; ON THE NORTH

ON THE EAST : Maitri Lodge.

ON THE SOUTH : House of Shantilata Ghosh and Tapas Paul.;

: Station Road along with Common Drain. ON THE WEST

SECOND SCHEDULE AS REFERRED TO ABOVE

(The said flat)

ALL THAT the piece and parcel of one self compact and contained flat measuring about square feet covered area be the ad-measurement be the same a little more or less of the flat no. "...." on the side in the said G+III storied building along with undivided proportionate share of land underneath out of the total land measuring 14(Fourteen) Satak more or less together with one tile shed structure measuring about 500sqft, laying and situated at Mouza: Bhatpara, J.L. No. 1, comprised and contained in R.S. & L.R. Dag No. 1996 under in Khatian No. 4428, 4452 and 4683, within the limits of Bhatpara Municipality in Ward No. 5, Holding No. 20, Station Road, P.S. Jagaddal, P.O. Bhatpara, Dist - North 24 Parganas, PIN 743123 under the Jurisdiction of A.D.S.R. Naihati having all common amenities and facilities thereto, morefully described and written in the THIRD SCHEDULE hereunder property. The owner's entire right, title and interest in all common parts and service areas which area to be vested proportionately to the other owner of the other flats in the said property.

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THIRD SHCEDULE ABOVE REFERED TO THIRD SCHEDULE ABOVE REFERRED TO:

(Common parts & Common Enjoyments)

- 1) Entrance and exit.
- 2) The equipment and accessories provided for and/or reserved in the multi storied Building for common uses, except darwan (guard) room and adjacent toilet (if any).
- 3) Courtyard of the said premises.
- 4) Boundary walls, open spaces by and between the said multi storied building of the said holding, main gate, other gates (if any) of the said premises.
- 5) Common toilet (if any), electrical and pump room on the Ground Floor.
- 6) Stairs, lobbies, staircase cum landings (half and full both) on all the Floors upto the roof.
- Water pump, under ground water reservoir and overhead water tank with connection of water supply to individual Flats.
- 8) Underground septic tank, soil chambers/pits, gutters, rain water pipes, and other common plumbing installations, except pump room (if any).
- 9) Fittings those are installed for common purposes.
- 10) Drainage and sewerage.
- 11) Boundary walls (may not be provided in all sides).

FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- a. All expenses for cleaning, maintenance, operating, replacing, repairing, renovating, painting of the common portion and common areas/Common Parts & Common Enjoyment in the Said premises including the said multi storied Building and it's exterior walls, Roof and boundary walls (if any).
- b. All expenses for running and operating all machinery equipment and installations comprises in the common portions, including water pumps, electrical installations including the cost of repairing renovating and replacing the same.
- c. Salaries and other involvements and benefits of and all other expenses of the persons employed for the common purpose such as caretaker, supervisor, accountant, guards and gate keepers (darwans), security personnel, sweepers, plumbers, electricians and other maintenance staffs (if any).
- d. Cost of insurance premium for insuring the said multi storied Building and/or Common parts & Common Easements against earthquake, fire, mob, damages, civil commotion, etc.
- e. All charges and deposits for supplies of common utilities for the said multi storied Building in common.
- f. Municipal Tax, water tax and other levies in respect of the Land and said multi storied Building save and except those are separately assessed on the purchaser.
- g. Electricity charges for the operation of the equipment and installations for the common service and lighting the common parts & Common Easements.
- h. The cost of the maintenance of the ultimate roof of the said multi storied building at the said holding.
- i. All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.

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IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hands and seals this the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at Barrackpore in presence of:

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WI	TN	ESS	ES	
* * *	* * *	ALVE		

1.

2.

2.

ABASAN NIKMAN

Buksiti Jais wal.

Partner ABASAN NIRMAN

Falguni Debnath

Partner

Signature of OWNER

1.

Drafted by:

(as per documents and information supplied by the Vendor and purchaser)

Bhaskar Biswas, Advocate

2.

Barrackpore Court, Kolkata - 700120

Signature of PURCHASER

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MEMO of COSIDERATION

The <u>PURCHASERs</u> xxxxxxxxx, son of xxxxxxxxx paid Rs. 0,00,000(xxxx lakhs xxxxx thousand) only to **M/s Abasan Nirman**, <u>OWNERs</u> as cost of share of transformer, colour wash, additional electrical fittings, collapsible gate(01), Grill Gate(01), additional marble work, electronic appliances like Gizer, Inverter, Inverter Battery and interior decorations.

The payment details are as follows:

SL. No.

Bank

Cheque No./Cash

Date

Amount

Signature of Purchaser