

**DEED OF CONVEYANCE**

**THIS DEED OF SALE** made on this the ..... day of .....  
in the year of Christ 2025 (Two Thousand and Twenty Five)

**BETWEEN**

Sumrit Trading India Pvt Ltd

Harsh Agarwal  
Director

**MESSRS. SUMRIT TRADING (INDIA) PRIVATE LIMITED**, a Company incorporated under the Provisions of the Companies Act, 1956 having Income Tax PAN - AAHCS2841M, and acting through its Director Shri Harsh Vardhan Agarwal, (Authorised Signatory) son of Late Shiv Kumar Agarwal, Income Tax PAN - ACXPA1426F, Aadhaar no. 9784 7102 7504, Mobile No.9830255727, having its registered office at the premises No. 19-B, Ritchie Road, Flat No. 3A, Post Office and Police Station Ballygunge, Kolkata - 700019, hereinafter called and referred to as the **"VENDOR"** (which term or expression shall, unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its Directors for the time being, their successors-in-office, administrators, legal representatives and assigns) of the **ONE PART**.

**A N D**

, hereinafter jointly be called and referred to as the **"PURCHASERS"** (which



term or expression shall, unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS :**

1. At all material times one GOPAL CHANDRA CHATTERJEE son of Late Kali Kamal Chatterjee was the sole and absolute owner in respect of several landed properties including the premises No. 70, Beniapukur Road, Post Office Entally, Police Station Beniapukur, Kolkata - 700014, District South 24-Parganas, containing an area of 22 (twenty two) Cottahs, 3 (three) Chittacks and 12 (twelve) Sq.ft., be the same a little more or less, together with the tin-sheds and other structures stood thereon.
2. Said GOPAL CHANDRA CHATTERJEE died intestate some time in the year 1914 leaving behind him surviving his only son NALIN BEHARI CHATTERJEE as his only legal heir and successor in respect of all the properties left behind him including the said premises No. 70, Beniapukur Road, Kolkata - 700014.



3. On or about the year 1919 the said NALIN BEHARI CHATTERJEE died intestate leaving behind him surviving his only son SUBIMAL CHANDRA CHATTERJEE, as his only legal heir and successor, who inherited all the properties left behind by the said NALIN BEHARI CHATTERJEE including the said premises No. 70, Beniapukur Road, Police Station Beniapukur, Kolkata - 700014.
4. SUBIMAL CHANDRA CHATTERJEE died intestate on or about 3rd May 1981 leaving behind him surviving his widow SMT. KAMALA CHATTERJEE and his only son SOMESH CHANDRA CHATTERJEE as his heiress and heir under the Hindu Succession Act, 1956 in respect of all the properties left behind him including the said premises No. 70, Beniapukur Road, Police Station Beniapukur, Kolkata - 700014.
5. SMT. KAMALA CHATTERJEE died intestate on or about 27th September 1985 leaving behind him surviving her only son and legal heir SOMESH CHANDRA CHATTERJEE who inherited all the properties left behind by the said Smt. Kamala Chatterjee including the premises No.70,



Beniapukur Road, Police Station Beniapukur, Kolkata - 700014.

6. In the premises as aforesaid SOMESH CHANDRA CHATTERJEE became the sole and absolute owner in respect of the said premises No. 70, Beniapukur Road, now known as the premises No.70, Hare Krishna Konar Road, Post Office Entally, Police Station Beniapukur, Kolkata - 700014 containing an area of 22 (twenty two) Cottahs, 3 (three) Chittacks and 12 (twelve) Sq.ft., be the same a little more or less, comprising of several tin-sheds and other structures occupied by several monthly tenants and daily Vendors of Beniapukur Bazar.
7. While thus seized and possessed of or otherwise well and sufficiently entitled to the said premises No.70, Hare Krishna Konar Road, Kolkata - 700014 in its entirety, by a Deed of Conveyance dated 31st August, 2007, duly registered at the office of the Additional District Sub-Registrar at Sealdah and recorded in Book No.I, Volume No.26, Pages from 247 to 260, Being Deed No.591 for the year 2007, said SOMESH CHANDRA CHATTERJEE as such Vendor as mentioned therein sold, transferred, assigned and



assured ALL THAT the piece and parcel of land containing an area of 22 (twenty two) cottahs, 3 (three) chittaks and 12 (twelve) square feet, be the same a little more or less together with several tin-sheds and other structures stood thereon, situated, lying at and being the premises no.70, Hare Krishna Konar Road, Post Office Entally, Police Station Beniapukur, Kolkata 700014 unto and in favour of MESSRS SUMRIT TRADING (INDIA) PRIVATE LIMITED, the Vendor abovenamed, absolutely and forever, on receipt of the full amount of Sale price or consideration money as mentioned in the said Deed of Conveyance dated 31<sup>st</sup> August, 2007.

8. After purchase of the said premises in its entirety, Messrs. Sumrit Trading (India) Private Limited, the Vendor abovenamed, got its name mutated in the records of the Kolkata Municipal Corporation and has since been possessing and enjoying the said premises No.70, Hare Krishna Konar Road, Post Office - Entally, Police Station - Beniapukur, Kolkata - 700014 as absolute owner thereof by paying the Municipal rates and taxes in its own name under Assessee No.110601500887.
9. The Vendor abovenamed has obtained a building plan duly



sanctioned by the Kolkata Municipal Corporation being B.S. Plan No.2012060061 dated 09.01.2013 (hereinafter referred to as "the said Plan") whereby the Vendor became entitled to construct, erect and complete a new building consisting of several self-contained flats/ apartments/ shops/ units/ covered and open car parking spaces and/or other constructed spaces, capable of being held and/or enjoyed independently for residential/commercial use.

10. In pursuance of the said sanctioned building plan, the Vendor has undertaken the construction of a new building at the said premises (hereinafter referred to as the "said New Building").

11. The Vendor has entered into agreements with various Purchasers intending to purchase flat/ apartment/ constructed spaces / open or covered car parking spaces in the said new building on ownership basis, for the consideration and on the terms and conditions agreed upon between the Vendor and such intending Purchaser/ Purchasers;

12. The Purchasers abovenamed, after deliberation and



negotiation with the Vendor abovenamed, agreed to purchase and acquire from the Vendor abovenamed and the Vendor abovenamed has agreed to sell and transfer on ownership basis, ALL THAT the one self-contained residential Flat consisting of 2 (two) Bed rooms, 1 (one) Dining-cum-Sitting Room, 2 (two) Bath rooms-cum-privy and 1 (one) Kitchen Room with marble flooring, measuring in total more or less ..... (.....) square feet super builtup area situated on the ..... floor, North-East side of the Building at the said Premises No.70, Hare Krishna Konar Road, Post Office - Entally, Police Station - Beniapukur, Kolkata - 700014 (which is more particularly mentioned and described in the SECOND SCHEDULE hereunder written) together with undivided impartible proportionate share or interest in the land below comprised in the said premises and attributable to the said Flat which is more particularly mentioned and described in the FIRST SCHEDULE thereunder written and the user rights of undivided impartible proportionate share or interest in the common areas, common amenities and common facilities appurtenant to the said Flat which is more particularly mentioned and described in the THIRD SCHEDULE hereunder written (hereinafter collectively referred to as the



said Flat), at or for the total sale price or consideration money of Rs...../- (Rupees ..... only) calculated at the rate of Rs.4000/- per square feet of Super built up area plus CGST @ 2.5% and SGST @ 2.5% Rs.1,50,000/- that is to say in total Rs.31,50,000/- (Rupees thirty one lakhs fifty thousand) only free from all other encumbrances and liabilities whatsoever, save and except the liabilities hereinunder specifically mentioned.

13. At or before execution of these presents the Purchasers have-

- (a) satisfied themselves as to the title of the Vendor in respect of the said premises No. 70, Hare Krishna Konar Road, Kolkata – 700014.
- (b) satisfied themselves as to the sanction and/or validity of the said sanctioned building Plan No. 2012060061 dated 09.01.2013 of the Kolkata Municipal Corporation.
- (c) satisfied themselves as to the construction of the said new building and in particular the said Flat.



**NOW THIS INDENTURE WITNESSETH** as follows :-

1. Upon the purchasers abovenamed paying the total Sale price or consideration money of Rs.....00 (Rupees ..... ) only calculated @ Rs.4000/- per square feet of super built up area of the said Flat plus CGST and SGST @ 5% Rs.1,50,000.00 (Rupees one lakh fifty thousand) only, in total Rs.31,50,000/- (Rupees thirty one lakhs fifty thousand) only, on or before execution of these presents (the receipt whereof the Vendor do hereby as well as by the receipt hereinunder written, admit and acknowledge) and on receipt of the said consideration money in full, the Vendor doth hereby sold, transferred, conveyed, assigned and assured unto and in favour of the Purchasers abovenamed ALL THAT the one Residential self-contained ownership Flat consisting of 2 (two) Bedrooms, 1 (one) Dining-cum-Sitting Room, 2 (two) bath rooms-cum-Privy and 1 (one) Kitchen Room, with Marble flooring situated on the ..... floor, ..... Portion of the said new Building, measuring in total ..... (.....) square feet super built up area, be the same a little more or less, situated at the said premises No.70, Hare Krishna Konar Road (formerly known as the Premises No.70, Beniapukur Road), Post Office Entally, Police Station



Beniapukur, Kolkata 700014 which is more particularly mentioned and described in the SECOND SCHEDULE hereinunder written together with the proportional share of the land underneath which is more particularly mentioned and described in the FIRST SCHEDULE hereinunder written and the user rights of undivided proportionate share of common areas, common facilities and common amenities appurtenant to the said Flat which is morefully mentioned and described in the THIRD SCHEDULE hereinunder written and subject to payment of all common expenses and maintenance charges mentioned in the FOURTH SCHEDULE written hereinunder and SUBJECT to the easements and quasi easements rights reserved for the co-owners morefully stated in the FIFTH SCHEDULE hereinunder written, subject to the Covenants, Rules and Regulations stated in the SIXTH SCHEDULE hereinunder written. The Vendor abovenamed doth hereby admit and acknowledge the receipt of full amount of consideration money and on and from the same and every part thereof doth hereby acquit release and discharge the Purchasers as well as the said Flat, free from all encumbrances, charges, claims demands attachments whatsoever AND together further with the right to use in common with other co-



owners of the said building, the lift, common passages (upto the floor where the said Flat is located) sewers, ways, paths, common and other passages, water and sanitary fixtures and fittings and all manner of former and other rights and liberties privileges easements and benefits whatsoever, attached to the said Flat TO HAVE AND TO HOLD the same more fully described in the Second Schedule hereunder written and conveyed transferred assigned and assured every part or parts thereof unto and to the Purchasers abovenamed forever in fee simple in possession, free from all encumbrances and liabilities subject however to the exceptions and reservations covenants conditions and payments of proportional share of Municipal property tax and maintenance charges on the part of the Purchasers to be observed, performed, carried out and paid AND the reversion or reversions, remainder or remainders and the rents issues and profits thereto TOGETHERWITH all easement rights AND all the estate right title and interest of the Vendor to the said Flat and every part thereof and all documents muniments and writings and other evidences of title which exclusively relate to the said Flat or every part thereof and which now are or heretobefore was or were or may be in the custody power and possession of the Vendor



or in the custody power and possession of any other person from whom they can procure the same without any action or suit at law, subject to the Purchasers' covenants hereinafter contained and to be performed and observed by the Purchasers AND TOGETHER FURTHER WITH easement rights and privileges save as herein mentioned INCLUDING the said common areas, common amenities and common facilities mentioned hereunder BUT SUBJECTING AND RESERVING that the said Flat hereby conveyed by the Vendor in fee simple in possession and in perpetual payment for :

- a) proportionate share of all common expenses and taxes (including GST), and impositions and outgoings whether now levied or not and all outgoings, maintenance charges and all other expenses necessary and incidental for the said premises and the said property including the costs expenses and outgoings in respect of the said Flat shall be paid and all taxes outgoings including Municipal taxes, G.S.T., Maintenance charges relating to the said Flat/Building applicable shall be paid by the Purchasers;



- b) proportionate share of all amounts becoming payable by way of premium, unearned or any other increase to the Government, Kolkata Municipal Corporation or any other authority or authorities or any charges payable as betterment and imposition or payment being demanded from the Vendor and/or becoming payable for and in respect of the said land and building
- c) upon the respective Flats being separately assessed for Municipal Taxes or like taxes under any law, such taxes for both shares assessed on the said Flat shall be paid by the Purchasers;

2. **THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows :

- i) That the vendor has good right full power and absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat together with the undivided impartible proportional share of land below and the user right of undivided



proportional share of common areas, common amenities and common facilities appurtenant thereto, hereby granted transferred assigned and assured or expressed or intended so to be, free from all encumbrances whatsoever and subject to payment of all liabilities hereinunder mentioned in the manner aforesaid according to the true intent and meaning of these presents;

- ii) And that the Purchasers shall and will from time to time and at all times hereafter, peaceably and quietly hold possess and enjoy the said Flat hereby granted sold and conveyed subject to payment of maintenance charges and other liabilities mentioned hereunder and receive and enjoy the rents, issues and profits thereof and every part thereof without any lawful acts suits hindrance eviction interruption disturbances, claim or demand whatsoever from or by the Vendor or from or by any other person or persons lawfully claiming from under or in trust for the vendor;
- iii) And further the Vendor and all other persons having lawfully or equitably claiming any estate right title,



interest, property claim or demand whatsoever into or upon the said Flat, hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor and they shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such acts, deeds matters and things for further better and more perfectly and satisfactorily granting transferring and assuring the said Flat and every part thereof unto and to the use of the Purchasers abovenamed in the manner aforesaid as shall or may be reasonably required.

- iv) The Purchasers shall have all the right to mutate the said Flat in their own names for which no separate permission from the Vendor shall be required and this DEED OF SALE shall be deemed to be an unconditional permission for the same.

3. As from the date of delivery of possession of the said Flat the Purchasers agree and covenants -



- (a) to use the said Flat for residential purpose only although any other flat or flats belongs to other Purchasers in the said building may be permitted for commercial use.
- (b) the maintenance and management of the said new Building shall be done by the Vendor and/or the Flat Owners' Association. The Purchasers and all other flat-Owners shall co-operate with the Vendor in the management and maintenance of the said building.
- (c) to observe the rules and regulations as shall be framed from time to time by the Vendor and upon formation of flat Owners' Association to observe the Rules and Regulation framed by such Association.
- (d) to allow the Vendor with or without workmen to enter into the said Flat for the purpose of maintenance and repairs.
- (e) to pay and bear the common expenses and other outgoings and also the proportionate share of rates and taxes of the said building and/or common parts/areas and wholly for



the said Flat and/or to deposit with the Vendor on account thereof in the manner hereinunder written.

- (f) to pay for electricity charges relating to the said Flat wholly and relating to the common parts proportionately.
- (g) not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat or in the compound or in any portion of the said building.
- (h) not to store or bring in and allowed to be stored and brought in the said Flat any goods of hazardous or combustible in nature or which are so heavy that may affect or endanger the floor or the structure of the said building or any fittings or fixtures thereof including windows, doors, floors etc. in any manner whatsoever.
- (i) not to hang from or attach to the beams or rafters any article or machinery which are heavy and likely to affect or endanger or damage the floor of the said Flat or construction of the building or any part thereof.
- (j) not to fix or install air-conditioners, in any portion of the



said Flat, save and except at the place which has been specified in the Flat for such installation.

- (k) not to do or cause to be done anything in or around the said Flat which may cause or intend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the said Flat or in any manner interfere with the rights to use and enjoyment thereof or any open passages or amenities available for common use.
- (l) not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof.
- (m) not to close or permit the closing of any verandah or lounges or balconies or lobbies or any common parts and also not to alter or permit any alteration in the elevation, or outside colour scheme of the exposed walls or fences of external doors and windows including grills of the said Flat which in the opinion of the Vendor differs from the colour scheme of the said building or which in the opinion of the Vendor may affect the elevation in respect of the exterior walls of the said building.



- (n) not to make in the said Flat any structural additions and/or alterations or improvements of a permanent nature except with the prior approval in writing of the Vendor and with the sanction of the Kolkata Municipal Corporation and/or any other concerned authority as and when required.
- (o) not to use the said Flat or permit the same to be used for Nursing Home, Guest House, Hotel or Restaurants, Cyber Cafe, Saloon etc. which may or is likely to cause nuisance or annoyance to occupiers of other Flats of the said building or to the occupiers of the neighbouring premises or for any illegal or immoral purposes.
- (p) to abide by such building rules and regulations as may be made applicable by the Vendor.

4. The Vendor shall manage and maintain the said building and the common parts thereof and the Purchasers hereby agree to pay the maintenance and service charges month by month as shall be determined by the Vendor. However initially such maintenance and service charges shall be payable by the Purchasers @ Rs.2/- per square feet on the super builtup area of the said flat.



5. The Purchasers hereby agree that -

- (a) the Purchasers shall pay regularly and punctually within 7th day of every current month and month by month the common expenses as specified in the FOURTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Vendor and shall be payable from the date of delivery of possession to the Purchasers.
- (b) The proportionate share of common expenses payable by the Purchasers shall be decided by the Vendor from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relate to the Purchasers' said Flat only and proportionately for the building as a whole. The statement of account of the apportionment of common expenses as shall be prepared by the Vendor shall be conclusive and final. The Purchasers shall not be entitled to dispute or question the same.
- (c) So long all the flats of the said premises shall not be separately mutated, the Purchasers shall pay the proportionate share of all rates and taxes as shall be



assessed by the Kolkata Municipal Corporation on the whole premises and such proportion shall be determined by the Vendor on the basis of the super built-up area of the Purchasers' said Flat in the said building.

- (d) If the Purchasers shall fail to pay the aforesaid expenses or part thereof within the time as aforesaid, the Purchasers shall be liable to pay interest at the rate of 2% per month and further that if any amount remains unpaid for sixty days the Vendor shall be at liberty to disconnect and/or suspend all common services attached to the Purchasers', flat such as water supply, electricity connections, etc., till such dues with interest are paid to the Vendor and the Purchasers shall also be liable to pay the common expenses for such suspended period as well as re-connection charges thereof.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID PREMISES)**

**ALL THAT** the messuage, tenement, land, hereditaments and premises containing an area of 22 (twenty two) cottahs, 3 (three) chittacks and 12 (twelve) square feet, be the same a little more or less, together with the new building standing thereon,



situated, lying at and being the premises No.70, Hare Krishna Konar Road (formerly known as the premises No.70, Beniapur Road) Police Station Beniapur, Kolkata - 700014, District - 24 Parganas (South), within the limits of Ward No. 60 of the Kolkata Municipal Corporation. Assessee No.110601500887. The said property is butted and bounded as follows :-

ON THE NORTH : By portion of premises No. 27, Linton Street;

ON THE SOUTH : By Hare Krishna Konar Road;

ON THE EAST : By premises No.1, Linton Street;

ON THE WEST : By premises Nos. 60/1, 62/2, 63/3, Hare Krishna Konar Road.

Zone : A.J.C. Bose Road (Ward - 60) - Rest.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**SAID FLAT**

**ALL THAT** one self-contained Residential flat consisting of 2 (two) Bedrooms, 1 (one) Dining-cum-Sitting Room, 2 (two) bathrooms-cum-Privy and 1 (one) Kitchen Room, with Marble flooring situated on the ..... floor, ..... Portion of the said new Building measuring in total ..... (.....) square feet super



built up area. The said Flat is situated on Road at the premises No.70, Hare Krishna Konar Road (formerly known as the premises No.70, Beniapukur Road) Police Station Beniapukur, Kolkata - 700014 having Lift facility.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**Part - I**

**(Common Portions)**

Common Portions as are common between the co-owners of the Said Building

**1. Areas:**

- (a) Covered paths and passages, lobbies, staircases, landings of the Said Building, open paths and passages appurtenant or attributable to the said Building
- (b) Stair head room, caretaker room or Maintenance Office, Security Room and electric meter room, Fire Fighting/Pump Room, Common Toilet of the said Building
- (c) Lift machine room, chute and lift well of the said Building



- (d) Water tank and distribution pipe line installations on the roof above the top floor of the Said Building.

**2. Water and Plumbing:**

- (a) Overhead water tank, water pipes, sewerage pipes of the Said Building (save those which are inside of said Flat).
- (b) Drains, sewerage pits and pipes within the Said Building (save those which are inside of any Flat) or attributable thereto.

**3. Electrical & Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside of any Flat) for receiving electricity from CESC Limited to all the Flats of the said Building and common portions within or attributable to the said Building.
- (b) Wiring and accessories for providing standby power to all the Flats and Common Portions within or attributable to the said Building.
- (c) Wiring and accessories for lighting of Common Portions of the said Building



- (d) Lights arrangement at the entrance gate, Boundary Walls, and passages within the Said Building.
- (e) Lift and lift machinery of the Said Building.
- (f) Fire fighting equipment and accessories in the Said Building as per direction of the Director of West Bengal Fire Services and as shall be installed at the time of hand over of the said Building.
- (g) Pumps and motors for water supply for the said building and Common Portions.

**4. Others:**

Other areas and installations and/or equipments as are provided in the Said Building for common use and enjoyment.

**Part - II**

**[Vendor's Exclusive Portion]**

In the said new Building certain portions of common areas and facilities shall be reserved for use of the Vendor to the exclusion of other Unit Holders (hereinafter referred to as the Vendor's



exclusive portion) and such Vendor's exclusive portion shall also include an exclusive area of Parking Space, Roof of the said building. Terrace/Roof area of the said Building may be used for any commercial purpose as may be deem fit by the Vendor. The Vendor reserves its right to sell and/or transfer the ownership right title and interest of the roof or part thereof or any additional floor/floors as shall be constructed over the said roof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses/Maintenance Charges)**

1. Maintenance Association : Establishment and Operational expenses of Maintenance Association.
2. Common Utilities: All charges and deposits for supply, operation and maintenance of common utilities.
3. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipments.
4. Litigation: All litigation expenses incurred for the common purposes, and relating to common use and enjoyment of the Common Portions.



5. Maintenance: All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, rebuilding, re-constructing, lighting and renovating the Common Portions of the Building.
6. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions at the said Building including lifts, generator, changeover switches, CCTV (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions at the Building.
7. Rates and Taxes: Municipal Tax, surcharge, Multistoried Building Tax, Water Tax, G.S.T. and other levies in respect of the Said Building save those separately assessed on the Purchasers.
8. Staff: The salaries of and all other expenses of the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers,



plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Easements and Quasi-Easements rights)

All Flat owners shall allow each other and the association, upon its formation, the following rights, easements, quasi easements, privileges and/or appurtenances:-

- i) The right of common passage, user and movement in all common portions;
- ii) The right of passage of utilities including, connection for telephones, televisions, pipes, cables etc. through each and every common part of the new building including the said Flat.
- iii) Rights of support, shelter and protection of each portion of the new building by other and/or others thereof.
- iv) The absolute, unfettered and unencumbered right over the



common portions SUBJECT TO the terms and conditions herein contained.

- v) Such rights, supports, easements as are usually held, used, occupied or enjoyed as part or parcel of the said Flat.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**[Covenants, Rules and Regulations]**

**Part-I**

- (a) Additional Work: The cost of any additional work, if any done in the Flat at the request of or with the consent of the Purchasers. Such amount is payable by them as and when demanded by the Vendor.
- (b) Special Amenities/Facilities: costs and expenses for providing any special amenities/facilities in the Common Portions and improved specifications of construction of the Said Building.
- (c) Maintenance Charges: An amount calculated @ Rs.2.00 (Two Rupees only) per sq. ft. plus GST as shall be applicable per month on the Super-built-up area of the said Flat. The rate



as fixed by the Vendor may be increased if the maintenance cost enhanced in future.

- (d) Legal Fees: The sum of Rs.20,000/- (Rupees Twenty thousand) and other incidental expenses as costs for preparation of this Deed of Sale. The Purchasers hereby consents to the appointment of Mr. S.R. Islam, Advocate High Court, Calcutta as nominated by the Vendor for drafting and presentation of deed of conveyance before the concerned registrar for registration.
- (e) Statutory Stamp Duty, Registration fee and other Statutory fees : The applicable statutory stamp duty, statutory registration fee and all other statutory fees and incidental expenses shall be paid by the Purchasers in addition to the aforesaid fees for registering of the Deed of Sale of the said Flat.
- (f) Maintenance Company formation Cost: Proportionate cost of forming the Maintenance Company/Association of Flat owners shall be payable by the Purchasers.



- (g) Share holding in the aforesaid Maintenance Company: After formation of the Maintenance Company the Purchasers herein will be required to apply for allotment of shares in accordance with the area of the Flat purchased by the Purchasers for the purpose of becoming member of the said company.

## **Part-II**

### **[Deposits]**

1. Maintenance Expenses Deposit : An amount equal to Rs.30/- (Rupees Thirty) only per Square Feet of the Super-Built-up area of the Flat shall be deposited initially with the Vendor towards Maintenance Deposit.
2. Installation of Meter and Electricity Deposit: As against the deposits payable to CESC Limited or otherwise an amount calculated @Rs.100/- (Rupees one hundred) only per Square feet of the super built up area of the said Flat shall be paid by the Purchasers to the Vendor separately. In case the Purchasers desire for extra power in such case they will have to pay extra deposit together with the extra cost as shall be incurred for availing such extra power.



**THE SEVENTH SCHEDULE ABOVE REFERRED TO:****Part-I****(Total Price/Consideration)**

1. In terms of the said Agreement for Sale, the Purchasers have paid to the Vendor the price or value for the said Flat Rs...../- (Rupees ..... ) only calculated @ Rs.4000/- (Four thousand) only per square feet on the super builtup area, of the said Flat plus G.S.T. @ 5%.
2. It is made clear that if at the time of handing over possession of the said Flat the chargeable area of the said Flat is found to be less or more, then the consideration amount shall be reduced or increased proportionately and the Purchasers shall pay for increased area and the Vendor shall make necessary adjustments in case of lesser area, against the amount payable by the Purchasers. The Architect or Engineer of the project as appointed by the Vendor shall exclusively and solely be entitled to examine, ascertain, calculate, verify and certify the built up, super built up and chargeable areas and his certificate in that regard shall be conclusive, final and binding on all concerned.



**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and have signed this Deed of Sale on the day, month and year first above written, at their own free will, in presence of the following witnesses.

**SIGNED**      **SEALED**      **AND**  
**DELIVERED**    at    Kolkata    in  
 presence      of      following  
 WITNESSES:-

1.

.....  
**Signature of the VENDOR**

2.

-----  
**Signature of the PURCHASERS**

Drafted by me and prepared in my office, read over and explained by me to the parties hereto.

Typed by :-

Rathindranath Maity,  
 10, Kiran Sankar Roy Road,  
 Ground floor, Kolkata – 700001

Advocate.  
 High Court, Calcutta  
 Enrolment No.WB/68/1973  
 Mobile No. 9830137595



**RECEIVED** from the withinnamed Purchasers  
the within mentioned sum of Rs...../-  
(Rupees ..... ) only being the full amount of  
consideration money

Rs. ....00

**MEMO OF CONSIDERATION**

<u>Date</u>			<u>Amount</u>
		Total	

(Rupees

only)

**WITNESSES:-**

1.

Sumrit Trading India Pvt Ltd

Harsh Agarwal  
Director

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Signature of the Vendor

2.