

# DEED OF CONVEYANCE (SALE)

NORTH BENGAL HOUSING DEVELOPMENT CO.

*Rajan Kumar Singhal*

Partner

**THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE .....  
DAY OF ....., ..... (..).**

**DESCRIPTION OF PROPERTY HEREBY SOLD**

**NAME OF THE COMPLEX:** "CASA DREAMVILLE"  
**AREA OF FLAT :** ..... Sq.Ft. Carpet Area,  
..... Sq.Ft. Carpet Area  
inclusive of area covered by external  
walls and exclusive balcony, .....  
**Sq.Ft. Super Built-up Area** the  
measurement of which includes the  
common proportionate area of staircase,  
lift/s, lobby, landings and passage only of  
the floor of the designated unit, including  
thickness of the internal and external  
walls and columns and 20% lump sum  
super built up for other common areas.

**FLAT NO. :** "....."  
**FLOOR :** ..... FLOOR  
**BLOCK/ WING NO. :** .....  
**MOUZA :** DABGRAM  
**PLOT NOS. :** 198, 201, 201/638 (R.S.), 136 (L.R.)  
**KHATIAN NOS. :** 133/1 (R.S.), 458, 456, 453, 455, 457,  
454 (L.R.)  
**SHEET NO. :** 9 (R.S.), 52 (L.R.)  
**J.L. NO. :** 2  
**PARGANA :** BAIKUNTHAPUR  
**POLICE STATION :** BHAKTINAGAR  
**DISTRICT :** JALPAIGURI  
**CONSIDERATION :** Rs. ....../-  
**WITHIN GRAM PANCHAYAT AREA.**

NORTH BENGAL HOUSING DEVELOPMENT CO.

*Ratan Kumar Singh*  
Partner

**::BETWEEN::**

..... (PAN : .....), son of  
....., Hindu by Religion, Indian by Nationality,  
..... by Occupation, Resident of ....., P.O.  
....., P.S. ...., Pin Code-....., District ....., in the State  
of ..... – Hereinafter referred to as the **“PURCHASER/ FIRST  
PARTY”** (which term or expression shall unless excluded by or repugnant to  
the subject or context thereof be deemed to mean and include his/her/their heirs,  
executors, successors-in-interest, administrators, legal representatives and/or  
assigns) of the **“FIRST PART”**.

**AND**

**1. SRI DEBOPRATIM MUKHERJEE, (PAN:AJNPD6495L)**, son of Sri  
Dipak Mukherjee;

**2. SRI RATAN KUMAR SINGHAL, (PAN:AJBPS9043D)**, son of Late  
Girdharilal Singhal;

**3. SRI SACHIN GOYAL, (PAN:AFDPG8073P)**, son of Sri Sreebhagwan  
Goyal;

**4. SMT. PRIYA GOYAL, (PAN:BBOPG8675B)**, wife of Sri Dipak Goyal;

**5. SMT. MIRA AGARWAL, (PAN:ACCPA3167G)**, wife of Sri Naresh  
Agarwal and;

**6. SRI NITIN KUMAR AGARWAL, (PAN:AEDPA6872K)**, son of Sri  
Nirmal Kumar Agarwal; all are Hindu by faith, Indian by Nationality, Business  
by Occupation, No. 1 is Resident of Matoshree, House No. 20/02, Rabindra  
Sarani, P.O. Rabindra Nagar, P.S. Siliguri, Pin Code-734006, District  
Darjeeling, West Bengal, No. 2 is Resident of K.C.Dey Road, P.O. and P.S.  
Siliguri, Pin Code-734001, District Darjeeling, West Bengal, No. 3 is Resident  
of Green Vista Apartment, Behind Vishal Cinema Hall, P.O. Siliguri, P.S.  
Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, No. 4 is  
Resident of M-3, Space Town, Near PBR Tower, P.O. Sevoke Road, P.S.  
Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, No. 5 is  
Resident of 16, Mangal Pandey Road, Khalpara, P.O. and P.S. Siliguri, Pin  
Code-734005, District Darjeeling, West Bengal and No. 6 is Resident of  
Mahavir Villa, Anand Vihar, Sevoke Road, P.O. Sevoke Road, P.S.  
Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal -  
**HEREINAFTER JOINTLY and SEVERALLY** referred to as the  
**“VENDORS / SECOND PARTY”** (which expression shall unless it be  
repugnant to the context or meaning thereof include their heirs, executors,  
successors-in-interest, administrators, legal representatives and/or assigns) of  
the **“SECOND PART”**.

AND

**NORTH BENGAL HOUSING DEVELOPMENT CO.**, a Partnership Firm, (PAN : **AAOFN6481G**), having its office at 5th Floor, Onkar Tower, Hill Cart Road, P.O. & P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal, Represented by one of its **PARTNER:- SRI RATAN KUMAR SINGHAL**, son of Late Girdharilal Singhal, Hindu by religion, Indian by Nationality, Business by occupation, Resident of K.C.Dey Road, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal- **HEREINAFTER** referred to and called the **“DEVELOPER / DEVELOPER/ CONFIRMING PARTY/ THIRD PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, successors-in-office, representatives, administrators and assigns) of the **“THRD PART”**.

**I. WHEREAS** the VENDORS hereof, namely (1) Sri Debopratim Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring **9.91 Decimal**, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 201 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 07.05.2018, executed by Sri Saikat Roy, son of Sri Shukchand Roy, Recorded in Book No. I, Volume No. 0711-2018, Pages from 76097 to 76120, being Document No. 071103079 for the year 2018, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

**II. WHEREAS** the VENDORS hereof, namely (1) Sri Debopratim Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring **35.80 Decimal**, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 198 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 04.05.2018, executed by Sri Amal Ghosh, son of Late Harendra Nath Ghosh and Smt. Mira Ghosh, wife of Sri Amal Ghosh, Recorded in Book No. I, Volume No. 0711-2018, Pages from 76011 to 76038, being Document No. 071103109 for the year 2018, registered

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at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

**III. WHEREAS** the VENDORS hereof, namely (1) Sri Debopratim Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring **30 Decimal**, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 201/638 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 21.05.2018, executed by Sri Amal Ghosh, son of Late Harendra Nath Ghosh and Smt. Mira Ghosh, wife of Sri Amal Ghosh, Recorded in Book No. I, Volume No. 0711-2018, Pages from 80811 to 80837, being Document No. 071103461 for the year 2018, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

**IV. WHEREAS** the VENDORS hereof, namely (1) Sri Debopratim Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring **37.19 Decimal**, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 201 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 22.05.2018, executed by Sri Amal Ghosh, son of Late Harendra Nath Ghosh and Smt. Mira Ghosh, wife of Sri Amal Ghosh, Recorded in Book No. I, Volume No. 0711-2018, Pages from 80838 to 80862, being Document No. 071103463 for the year 2018, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

**AND WHEREAS** in this manner the abovenamed:-

- 1. SRI DEBOPRATIM MUKHERJEE;**
- 2. SRI RATAN KUMAR SINGHAL;**
- 3. SRI SACHIN GOYAL;**
- 4. SMT. PRIYA GOYAL;**
- 5. SMT. MIRA AGARWAL and;**

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**6. SRI NITIN KUMAR AGARWAL** (the **VENDORS** herein) became the absolute co-owners of their aforesaid **LAND IN TOTAL MEASURING 112.9 DECIMAL OR 1.129 ACRE** respectively (hereinafter referred to as “**the Total Land**” more fully and particularly mentioned and described in the “**SCHEDULE A**” hereunder written) and ever since the Vendors are in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

**AND WHEREAS** the names of the abovenamed Vendors have been mutated and recorded their respective aforesaid land in the concerned B.L.&L.R.O. Rajganj in the Record of Rights (R.O.R.) and separate L.R. Khatians were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955 i.e.;

- 1) **L.R. Khatian No. 458** in the name of **Sri Debopratim Mukherjee** - the **Vendor No. 1** herein;
- 2) **L.R. Khatian No. 456** in the name of **Sri Ratan Kumar Singhal** - the **Vendor No. 2** herein;
- 3) **L.R. Khatian No. 453** in the name of **Sri Sachin Goyal** - the **Vendor No. 3** herein;
- 4) **L.R. Khatian No. 455** in the name of **Smt. Priya Goyal** - the **Vendor No. 4** herein;
- 5) **L.R. Khatian No. 457** in the name of **Smt. Mira Agarwal** - the **Vendor No. 5** herein and;
- 6) **L.R. Khatian No. 454** in the name of **Sri Nitin Kumar Agarwal** - the **Vendor No. 6** herein.

**AND WHEREAS** the Classification of the said land of the Vendors were also converted from “Dahala” to “**Housing Complex**” under the provisions of West Bengal Land Reforms Act, 1955 vide;

- 1) Case No. CN/2021/0701/220, Memo No. 345/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 1 herein;
- 2) Case No. CN/2021/0701/219, Memo No. 344/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 2 herein;
- 3) Case No. CN/2021/0701/222, Memo No. 347/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 3 herein;

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- 4) Case No. CN/2021/0701/223, Memo No. 348/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 4 herein;
- 5) Case No. CN/2021/0701/226, Memo No. 349/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 5 herein;
- 6) Case No. CN/2021/0701/221, Memo No. 346/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 6 herein.

**AND WHEREAS** the abovenamed **VENDOR No.1, VENDOR No. 2, VENDOR No. 3, VENDOR No. 4, VENDOR No. 5** and **VENDOR No. 6** herein being desirous of constructing Multistoried Building/s Complex on their aforesaid land **IN TOTAL MEASURING 112.9 DECIMAL OR 1.129 ACRE**, more particularly described in the **SCHEDULE "A"** below ("Said Land") under a common building plan.

**AND WHEREAS** all the abovenamed **VENDOR No. 1, VENDOR No. 2, VENDOR No. 3, VENDOR No. 4, VENDOR No. 5** and **VENDOR No. 6** herein have entered into a Partnership under the name and style of "**NORTH BENGAL HOUSING DEVELOPMENT CO**" (the **DEVELOPER** herein) being the Partnership Firm and the said Firm also being the Developer/Developer/Confirming Party of these presents to build/carry out the construction work of the building/project. The **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4, VENDOR No. 5** and **VENDOR No. 6** herein have also contributed their respective Schedule "A" land into the said Partnership Firm to develop the said Complex.

**AND WHEREAS** the Vendors/Developer being desirous of constructing Residential Multistoried Building Complex over and upon their said piece or parcel of land, which are contiguous situated side by side, which is more particularly described in the Schedule-"A" given hereunder and for such purpose a building plan was duly sanctioned and approved by the Dabgram II Gram Panchayat being SL. No. 4875 dated 31.03.2022 for **G + 6 STORIED RESIDENTIAL BUILDING** on and upon the said land of the Vendors which is free from all encumbrances and charges whatsoever.

**AND WHEREAS** to distinguish the proposed Residential Complex and with a view to assign a unique identity to the said building complex, the Vendors/Developer herein have jointly decided to name the said Residential Complex as "**CASA DREAMVILLE**". It is stated that the name of the said Residential Complex will always remain unchanged.

**AND WHEREAS** the said complex named "**CASA DREAMVILLE**" comprises of two **BLOCKS/WINGS**, being **BLOCK-I/WING-I** and **BLOCK-**

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**II/WING-II.** Each Block comprises of several flats/parkings/units/constructed spaces.

**AND WHEREAS** the Developer has undertaken the construction and raised the said complex comprising of Building and / or Blocks, divided into several independent units in accordance with the sanctioned plan along with the common provisions and utilities and the Vendors/Developer have offered flats/units/premises/spaces comprised in the said Residential Complex for sale to prospective Purchaser/s along with the proportionate undivided share or interest in the land on which the said complex stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land on which the said complex named stands.

**AND WHEREAS** the Purchaser/s desired to purchase a Residential Unit/Flat identified as **Flat No. "....."** at ..... **Floor** in the **RESIDENTIAL BLOCK/WING-"...."** in the Complex named "**CASA DREAMVILLE**" (hereinafter referred to as the "said flat") along with the proportionate undivided share in the "**Schedule A**" land for reasonable consideration.

**AND WHEREAS** the Vendors/Developer has/have now firmly and finally decided to sell out and have offered for sale to the Purchaser/s a Residential Flat identified as **Flat No. "....."** measuring ..... **Sq.Ft. Carpet Area**, ..... **Sq.Ft. Carpet Area** inclusive of area covered by the external walls and exclusive balcony, ..... **Sq.Ft. Super Built-up Area** (the measurement of which includes the common proportionate area of staircase, lift/s, lobby, landings and passage only of the floor of the designated unit, including thickness of the internal and external walls and columns and 20% lump sum super built up for other common areas) situated on the ..... **Floor in Block/Wing No. ....** of the Complex named "**CASA DREAMVILLE**" along with the proportionate undivided share of the **Schedule "A"** land and the common provisions and utilities attached to the flat as specifically described in the **Schedule "D"** hereunder written for a consideration of **Rs. ..../- (Rupees ..... Only)** unto and in favour of the Purchaser/s. The common provisions as above shall remain undivided and the Purchaser/s or any person claiming through, in or under him/her/them shall not be entitled to bring any action for partition of any part thereof and Purchaser/, his/her/their servants, agents, visitors and licensees or his/her/their authorised persons shall have full right and liberty to use and enjoy the common provisions, without encroaching upon the lawful rights of owners of other spaces.

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**AND WHEREAS** the Purchaser/s being in need of a Residential Flat in ownership in the locality where the aforesaid building complex is situated and after inspecting the documents of title of Vendors to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building complex and considering the price so offered by the Vendors/Developer as fair, reasonable and highest has/have agreed to purchase from the Vendors/Developer, the said Flat in ownership, more particularly described in the Schedule "B" given hereinunder with undivided common share or interest in the stair, open space, toilet, well, overhead tanks and fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the **Schedule "B"** property for a valuable consideration of **Rs. ....../- (Rupees ..... Only).**

**AND WHEREAS** the Vendors/Developer are and shall continue to be at liberty to sell, transfer and/or dispose off other flats/units/spaces including storeroom, car parking spaces and/or other portions in the said complex on ownership basis or on such other basis including rental basis under separate agreement as the Vendors/Developer in their discretion shall decide without any objection whatsoever on the part of the Purchaser/s.

**AND WHEREAS** the Vendors/Developer have agreed to execute this present Deed of Conveyance (Sale) of the **Schedule "B"** property in favour of the Purchaser/s for effectually conveying the right, title and interest in the **Schedule "B"** property for a consideration of **Rs. ....../- (Rupees .....),** on conditions mentioned herein under.

**NOW THIS INDENTURE WITNESSTH AS FOLLOWS:**

1. That in consideration of a sum of **Rs. ....../- (Rupees ..... Only),** paid by the Purchaser/s, the receipt whereof (subject to the realization / clearance of cheques / drafts) are hereby admitted and acknowledged by the Vendors hereof and the Developer hereof by execution of these present and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer do hereby convey and transfer absolutely the Schedule "B" property to the Purchaser/s who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances and charges whatsoever subject to the payment of proportionate rent, etc. to the Government of West Bengal.

2. That the Purchaser/s has/have examined and inspected the documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details

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of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation / Sectional Elevation, details of Staircase as well as the common portions and areas and the common provisions and utilities and have also seen and inspected the construction work of the building as on the date of execution of these present and has satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule "B" property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and / or development, installation, erection and construction of the common provisions and utilities.

3. That the Purchaser/s shall have all right, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or any body claiming through or under them and all the rights, title and interest which vested in the Vendors/Developer with respect to the Schedule "B" property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenants with the Vendors/Developer not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be held by the Purchaser/s exclusively for residential purpose.

5. That the Vendors/Developer declares that the interest which it professes to transfer hereby subsists as on the date of these present and that the Vendors/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule "B" property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances or charges whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors/Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.

6. That the Vendors/Developer further covenants with the Purchaser/s that if for any defect of title or for act done or suffered to be done by the Vendors/Developer, the Purchaser/s is/are deprived of ownership or of possession of the said property described in the Schedule "B" below or any part thereof in future, then the Vendors/Developer shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money as the case may be from the date of deprivation of ownership or of possession.

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7. That the Vendors do hereby covenants with the Purchaser/s that the tenancy right under which the Schedule "A" land as held by the Vendors under the Superior Landlord, the State of West Bengal, is good and effectual and the interest which the Vendors proposes to transfer subsists and the Vendors/Developer has full right and authority to transfer the Schedule "B" property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule "B" property without any obstruction or hindrance whatsoever.

8. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said block and / or the said Project is in any way hindered or impeded with nor shall prevent the Vendors/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title or interest therein or appurtenant thereto. The Purchaser/s doth hereby agree that the Vendors/Developer shall be entitled to make such alteration, variations, modifications, and deviation from the plans/ revised plan and specifications for construction of the said block/ building save and except the said unit/flat/apartment (unless required by the Purchaser/s and the said alteration/modification is permissible under the Building Regulations for the time being in force) as may be required by the Vendors/Developer or the Architect as the Vendors/Developer may from time to time appoint.

If any alteration is made in the plans at the instance of the Panchayat Office or Siliguri Jalpaiguri Development Authority or any other authority, the Purchaser/s shall accept all such alterations and shall not be entitled to make any complain or make any requisition or take any objection in connection therewith.

9. That the Purchaser/s shall not claim any right whatsoever or howsoever over the said residential building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the roof, or in the covered or open spaces of the building or the said land not expressly sold and / or granted to the Purchaser/s.

10. Notwithstanding anything to the contrary contained in this Indenture, the Roof/Terrace (as may at any time satisfy the description of terrace) of the block (comprises of building/blocks used exclusively for residential purposes) including the parapet walls shall always, not exceeding 60% (Sixty percent) of the aggregate open space therein, be the property of the Vendors/Developer and shall be under the exclusive control, use, possession, enjoyment and ownership of the Vendors/Developer and this Indenture with the Purchaser/s and all others

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Purchaser/s of Units/Flats in the block shall be subject to the aforesaid right of the Vendors/Developer who shall have the liberty, right and entitlement to deal with or transfer or dispose of the same to whomsoever and / or construct any structure thereupon and / or reserve the same for any particular Flat/s including allow the user of terrace and parapet walls for any purpose at the discretion of the Vendors/Developer such as display of advertisements, signboards and neon signs and Purchaser/s shall not be entitled to raise any objection or to claim any abatement in the Price of tenement agreed to be acquired by him/her/them/and or any compensation or damages on the ground of inconvenience or any other ground whatsoever. That the flat owners/occupants shall be entitled to the rest / balance 40% (Forty percent) of the top roof / terrace of the Building/Block as earmarked by the Vendors/Developer as common space.

11. That the Vendors/Developer shall be entitled to sell the parking spaces/garages, storerooms and other portions of the said block/building including the parking spaces / garages and storerooms and other portions of the said building/blocks to other prospective Purchaser/s and the Purchaser/s herein shall neither raise any objection in the sale and / or use of the parking spaces / garages and storerooms and other portions by the Vendors/Developer and / or the other Purchaser/s thereto in due course.

12. That the Purchaser/s will obtain his/her/their own independent electricity connection from the W.B.S.E.D.C.L. for their electric requirement and the connection charges as well as the electric consumption bill shall be paid by the Purchaser/s and the Vendors/Developer shall have no responsibility or any liability in this respect.

13. That the Vendors/Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.

14. That the Purchaser/s shall have the right to get his/her/their name/s mutated with respect to the said Schedule "B" property at the office of the B.L. & L.R.O. and Gram Panchayat or other competent authority and also get it numbered as a separate holding and shall pay taxes as may be levied upon the Purchaser/s from time to time though the same has not yet been assessed jointly with the Vendors/Developer and till the time it is assessed separately.

15. That the Purchaser/s shall have the right, title and interest to sale, gift, mortgage or transfer otherwise the ownership of the Schedule "B" property or let out, lease out the Schedule "B" property to whomsoever.

16. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building/blocks. That the Purchaser/s undertakes not be entitled to keep any pet animals.

17. That the Purchaser/s shall have proportionate undivided right, title and interest in the said land on which the said building/blocks along with other occupants / owners of the building, the proportionate share or interest to be determined according to the constructed area comprising the unit/flat proportionate to the total constructed area on the said land. It is hereby declared that the interest in the said land is impartible.

18. That the Vendors/Developer will pay up-to-date panchayat taxes, land revenue and / or any other charges / dues if any prior to the "DEEMED DATE OF POSSESSION" or the date of transfer, whichever is earlier, of the Schedule "B" property.

19. That the Vendors/Developer shall not be liable at any time under any circumstances for any rate and / or taxes pertaining to the Schedule "B" property except for unsold portion of the building which shall be borne by the Vendors/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.

20. That the upkeep and maintenance of the Common Portion and Areas as well as Common Provisions and Utilities shall be looked after by the Apartment Owners Association by framing a proper Memorandum of Association together with the Rule and Regulations thereof by their mutual consent subject to the law in force for the time being regulating the ownership of residential apartments.

21. That the Purchaser/s shall be liable to pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, staircase, septic tank, water supply, lift, generator, garden, sanitation, sweeper, chowkidar, etc., as will be determined by the Vendors/Developer from time to time till the time Apartment Owners Association or an executive body or any other authority of the building is formed to take care of the common maintenance of the building. The Vendors/Developer or the executive body or any other authority may require the Purchaser/s to pay the maintenance charges as advance and the Purchaser/s agrees to make the payment of such charges on demand. In case of default in making the payment of the monthly maintenance charges, the Purchaser/s shall be liable to pay interest @ 24% per annum on such monthly maintenance charges. The Purchaser/s are liable to make payments of maintenance charges from the "DEEMED DATE OF POSSESSION" or the date of registration, whichever is earlier. The "DEEMED DATE OF

POSSESSION” shall be the date on which the Vendors/Developer intimates the Purchaser/s to take possession of the residential flat. That the payment of the maintenance charge by the Purchaser/s are irrespective of their use and requirement.

22. That the Vendors/Developer do hereby covenants with the Purchaser/s that the said Project shall be subject to the provisions of West Bengal Apartment Ownership Act, 1972 or any statutory enactment or modifications thereof from time to time. The common areas and facilities and the undivided interest of each apartment owner in the common areas and facilities as specified by the Vendors/Developer in the declaration which may be filed by the Vendors/Developer in compliance of the West Bengal Apartment Ownership Act 1972 shall be conclusive and binding upon the apartment owners and the Purchaser/s agrees and confirms that his / her / their right, title and interest in the said apartment shall be limited to and governed by what is specified by the Vendors/Developer in the said declaration. The Purchaser/s undertakes to join any association / society of the apartment owners and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Vendors/Developer in its sole discretion for this purpose.

23. That the Purchaser/s agree/s and consent/s to the appointment by the Vendors/Developer of any agency, firm, corporate body, organization or any other person (Facility Management Company/Agency) to manage, upkeep and maintain the Flat/Unit in the Project together with the Building/Structure/s, and the Land and other facilities, that the Vendors/Developer may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Purchaser/s’ proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies.

The Purchaser/s hereby grants his/her/their/its consent confirming such agreement/contract/arrangement that the Vendors/Developer have or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Vendors/Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Vendors/Developer will novate the facility management agreement (“FM Agreement”) in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the

Facility Management Company appointed by the Vendors/Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Vendors/ Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Vendors/Developer/Facility Management Company.

The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendors/Developer/Facility Management Company.

24. That in case the Purchaser/s makes default in the payment of the proportionate share towards the COMMON EXPENSES as described in the Schedule "C" given herein under within the time allowed by the Vendors/Developer or the Apartment Owners Association, the Purchaser/s shall be liable to pay interest at the rate of 2% (two percent) per month or part of a month compoundable for the period of default on all amounts remaining so unpaid alongwith such dues and arrears and shall also be liable to compensate the Vendors/Developer or the Association/Agency acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association/Agency in consequence thereof.

25. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purpose and in the event of encroachment, the Vendors/Developer or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

26. That the Purchaser/s further covenants with the Vendors/Developer not to injure, harm or cause damage to any part of the building including common portions and areas, outer wall and common wall as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of

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*Ratan Kumar Singhal*  
Partner

contrary the Purchaser/s shall be fully liable for it, the Vendors/Developer shall not be held responsible in any manner whatsoever.

27. That it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and / or air pollution shall not be permitted in any of the residential flat of the building save the battery operated inverter.

28. That the Purchaser/s undertakes not park any vehicle in other parking area, common area and passage within the said Complex. That no parking space has been allotted to the Purchaser/s herein.

29. That the Stamp Duty, Registration Fees and GST for the below Schedule "B" property has been paid and borne by the Purchaser/s herein.

30. That the Purchaser/s shall not have any right or claim of any nature in the other floor spaces, units, flats, spaces, parking areas/garages, storerooms and area of the said complex and shall not claim any exclusive share therein nor any right to make any proportionate undivided share therein nor any right to make any structural changes or alteration nor to alter or modify the situation or location of the interior walls, toilets, doors, windows and grill, balcony, etc. of the said flat described in the Schedule 'B' given herein under save and except the right in the said common easements, quasi-easements, benefits, privileges and advantages appertaining thereto hereby conveyed or granted under these presents. It is agreed that the Purchaser/s shall at all material times own and hold the said land on which the said building/block stands jointly with the other co-owners and such right or interest shall remain impartible for all intents and purposes.

31. That the Purchaser/s shall be liable to pay applicable taxes and GST and / or other charges which are now payable or which may become applicable and payable in future in compliance with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendors/Developer saved harmless and indemnified in respect thereof.

32. That the Purchaser/s agrees and undertakes that the Purchaser/s shall not do or permit to be done, any of the following acts: -

(a) Store /stock / bring into / keep in the said Apartment/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of



such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.

- (b) Not to damage, demolish or cause to be damaged or demolished the said Apartment/Building Complex or any part thereof or the fittings and fixtures thereto.
- (c) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Apartment/Building Complex, which in the opinion of the Vendors/Developer and/or their nominee/s differs from their own color scheme.
- (d) Not to install grills, the design of which have not been suggested and approved by the Architect.
- (e) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.
- (f) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendors/Developer.
- (g) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
- (h) Not to use the said Apartment other than the Residential purpose.
- (i) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendors/Developer nor shall anything be projected out of any window of the building without similar approval. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Purchaser/s shall be entitled to fix any window Air Conditioner in the said Apartment. The Purchaser/s are entitled to fix only split Air Conditioners in premises without damaging the outer wall of the buildings. All equipments and machines of the Air Conditioners required to

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*Ratan Kumar Singh*  
Partner

be fixed on outside wall must be erected only in consultation with the Vendors/Developer.

- (j) No shades awnings, window guards or ventilators devices shall be used in or about the Building excepting such as shall have been approved by the Vendors/Developer.
- (k) Not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.
- (l) Not decorate or paint or otherwise alter the colour scheme of the exterior of the said unit or the building or the common portions.
- (m) No Purchaser/s/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in the Flat if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an Apartment.
- (n) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.
- (o) Not to encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendors/Developer or any Authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- (p) That the Purchaser/s shall not park his/her/their vehicle on the pathways, driveways or common areas and open spaces of the building complex.
- (q) That the Purchaser/s shall not keep in the parking place anything other than private motor car or motor cycle if allotted and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

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*Ratan Kumar Singhal*

Partner

(r) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Apartments save and except the battery operated inverter.

However, if the Purchaser/s wants to avail the generator facility for the Apartment then he/she/they have to separately avail the said facility from the Vendors/Developer subject to additional costs.

(s) That the Purchaser/s agrees and undertakes to co-operate with the Vendors/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendors/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.

(t) That the Purchaser/s shall allow the Vendors/Developer with or without workmen to enter into the said Schedule "B" property for the purpose of maintenance and repairs but only with 48 hours prior notice in writing.

(u) That the Purchaser/s shall keep the said Apartment/Building Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.

(v) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendors/Developer and/or the organization/agency/association/holding.

(w) That the Purchaser/s shall always abide and co-operate in the management and maintenance of the said building complex/project.

33. That any dispute arising or resulting between the Vendors/Developer and the Purchaser/s and / or between the Purchaser/s and one or more of the owners / occupiers within the said building / Block and / or within the said residential block as the case may be relating to maintenance and enjoyment of the Schedule "B" property and / or the common portion and areas, common facilities, common provisions, common utilities and common expenses and matters related and / or incidental thereto, shall be referred to an arbitrator to be appointed by the parties to such dispute. The proceedings of such arbitration shall be conducted at Siliguri and the appointment as well as the proceedings shall be governed and regulated in accordance with the Arbitration and

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*Rajan Kumar Singhal*

Partner

Conciliation Act, 1996, as amended up-to-date. All the proceedings are subject to the exclusive jurisdiction of the Courts at Jalpaiguri.

**SCHEDULE "A"**

**(DESCRIPTION OF THE LAND WHERE THE BUILDING STANDS)**

All that piece or parcel of LAND in TOTAL MEASURING 112.9 DECIMAL OR 1.129 ACRE, situated within MOUZA DABGRAM, out of which land measuring 35.8 Decimal appertains to and forms part of R.S. Plot No. 198 corresponding to L.R. Plot No. 136, land measuring 47.1 Decimal appertains to and forms part of R.S. Plot No. 201 corresponding to L.R. Plot No. 136, and land measuring 30 Decimal appertains to and forms part of R.S. Plot No. 201/638 corresponding to L.R. Plot No. 136, all Recorded in R.S. Khatian No. 133/1, L.R. Khatian Nos. 458, 456, 453, 455, 457 and 454, all under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, JL. No. 2, Pargana Baikunthapur, within the jurisdiction of Gram Panchayat Area, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said total land is bounded and butted as follows: -

- On the North :- 30 Feet approx. wide Road;
- On the South :- 14 Feet approx. wide Road;
- On the East :- 14 Feet approx.. wide Road
- On the West :- IOC Pipe Line.

**SCHEDULE "B"**

**(DESCRIPTION OF THE PROPERTY AS HEREBY SOLD)**

ALL THAT the RESIDENTIAL FLAT / UNIT No. "....." at the ..... FLOOR of the BLOCK/WING No. "....." being the Complex "CASA DREAMVILLE" containing by admeasurement ..... Sq.Ft. Carpet Area, ..... Sq.Ft. Carpet Area inclusive of area covered by the external walls and exclusive balcony, ..... Sq.Ft. Super Built-up Area (the measurement of which includes the common proportionate area of staircase, lift/s, lobby, landings and passage only of the floor of the designated unit, including thickness of the internal and external walls and columns and 20% lump sum super built up for other common areas) (be the same a little more or less) TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities and TOGETHER WITH the undivided proportionate share in the Schedule "A" Land on which the apartment in common with the First Party and/or other occupiers of the said building complex.

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**SCHEDULE "C"**  
**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and re-painting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift/s, fire fighting equipments (including renewal of license/s), generator, other equipments and installations comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus, other emoluments and benefits of and all other expenses on the persons employed or to be employed for common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and / or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayat tax, water tax and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the Purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for electric energy consumed for the operation of the equipment and installations for the common services and lighting the common portions, sign boards of building's name and developer's name, including system loss for providing electricity to each unit.
9. Proportionate costs and maintenance and running expenses of the common generator.
10. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

11. All other expenses and / or outgoing as are incurred by the service organization for the common purposes.

**SCHEDULE "D"**  
**COMMON PROVISIONS AND UTILITIES**

1. Staircase, staircase landing and corridor on all floors.
2. Common entry on the ground floor.
3. Kids Swimming Pool.
4. Water pump, water tank, water reservoir, water pipes and common plumbing installation.
5. Common Generator and Automatic Lifts.
6. Fire equipment, fire pump, fire reservoir and fire accessories installed for the purpose of meeting the necessary safety recommendations of the Fire Department shall be common for both the residential and commercial segment of building complex.
7. Common garden, community hall, gymnasium and games room.
8. Badminton Court at Roof Top/Terrace.
9. Drainage and sewerage.
10. Boundary walls and main gate.
11. Such other common parts, area and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed for time to time.

**NOTE:-** Separate Sheet/s are being used for the purpose of affixing impressions of all the fingers of the hands of the Purchaser/s, the Vendors and the Authorised Signatory of the Developer thus forming part of these presents.

Continued to next page

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Partner

**IN WITNESSES WHEREOF** the Purchaser/s, the Vendors and the Authorised Signatory of the Developer in good health and sound conscious mind have set and subscribed their respective seal and signatures on this **DEED OF CONVEYANCE (SALE)** on the day, month and year first above written.

**WITNESSES:-**

1.

The contents of this document have been gone through and understood personally by all the Purchaser/s, the Vendors and the Developer herein.

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**PURCHASER/S**

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**VENDORS**

2.

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**DEVELOPER**

Drafted as per instructions of the Parties, readover and explained by me and printed in my office.

ADVOCATE :: SILIGURI

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*Ratan Kumar Singhal*  
Partner

**AS APPLICABLE:-**

**OPEN TERRACE** – That the ingress and egress into the Open Terrace shall be from the Residential Flat/Schedule “B” property and the Open Terrace shall always form part and parcel of the said Residential Flat/Schedule “B” property exclusively. Furthermore no construction of any nature shall be allowed/permitted whatsoever in the said Open Terrace and the same shall be held by the Purchaser/s exclusively for open terrace purpose along with the said Flat.

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*Rabban Kumar Singhal*

Partner