

DEED OF CONVEYANCE

Arsad Hossain Sarkar

District – Uttar Dinajpur

P.S. - Raiganj

Mouja – Bogram

J.L. No. – 156

Covered Area of the Flat - Sq.ft.

Area of the Flat - Sq.ft(Carpet Area)

Value - Rs. = 00

PURCHASER :-

1) MR / MRS., S/o. / W/o. D/o., PAN –
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S.- , Dist -, PIN -

2) MR / MRS., S/o. / W/o. D/o., PAN –
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S.- , Dist -, PIN -

here – in - after called the PURCHASERS. (Which expression shall unless be excluded
by or repugnant to the subject or context be deemed to mean-and include his legal heir /
heirs, successor / successors, executor / executors, administrator / administrators, legal
representative / representatives and/or assign / assigns).

AND

VENDOR :-

A. LAND OWNER

ARSAD HOSSAIN SARKAR, S/O. Late Bhuiuddin Sarkar @ Bhuiuddin Ahamed,
PAN No. BLNPS6234F, by faith Muslim, Nationality Indian, Occupation – Business,
residing at West Karnajora, P.O. – Karnajora, P.S. - Raiganj, Dist. - Uttar Dinajpur, West

Page | 2

Arsad Hossain Sarkar



Bengal, PIN – 733130 hereinafter referred to as the LAND OWNER, (which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

**THIS DEED OF SALE is made thisth day of 202...
BETWEEN above mentioned FIRST PARTY / PURCHSER AND SECOND
PARTY / VENDOR & DEVELOPER / CONFIRMING PARTY.**

WHEREAS in this Deed unless it be contrary or repugnant to the context the following words or terms shall have the following meaning -

(a) LAND OWNER/VENDOR means –

ARSAD HOSSAIN SARKAR, S/O. Late Bhuiuddin Sarkar @ Bhuiuddin Ahamed, PAN No. BLNPS6234F, by faith Muslim, Nationality Indian, Occupation – Business, residing at West Karnajora, P.O. – Karnajora, P.S. - Raiganj, Dist. - Uttar Dinajpur, West Bengal, PIN – 733130 hereinafter referred to as the LAND OWNERS, (which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

(b) PURCHASERS/ VENDEES means -

1) MR / MRS., S/o. / W/o. D/o., PAN
-, by occupation, by faith Hindu / Muslim, residing at
....., P.S., Dist., PIN

2) MR / MRS., S/o. / W/o. D/o., PAN
-, by occupation, by faith Hindu / Muslim, residing at
....., P.S., Dist., PIN

Cont. Page No. - 7

Arsad Hossain Sarkar

here – in - after called the **PURCHASERS**. *(Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean-and include his legal heir / heirs, successor / successors, executor / executors, administrator / administrators, legal representative / representatives and/or assign / assigns).*

(d) TITLE DEED-

WHEREAS the subject matter of Land presently belongs to **ARSAD HOSSAIN SARKAR, S/O. Late Bhuiuddin Sarkar, residing at West Karnajora, P.O. – Karnajora, P.S. - Raiganj, Dist. - Uttar Dinajpur, West Bengal, PIN – 733130** with demarcation bearing LR Khatian numbers 2063, comprised in one LR Plot being number 256.

The LR Plot being number 256 comes from RS Plot numbers 256.

- a) CS Plot No. 256 was previously belongs to Dhan Mahammad, S/o. Late Sadhu Mahammad Said Dhan Mahammad, S/o. Late Sadhu Mahammad sold schedule below property i.e. Dist. West Dinajpur, P.S. Raiganj, Mouja – Bogram, J.L. No. 156, Plot No. RS 256, CS Kh. No. 65, Area of the land – 49 Dec. to Bhuiuddin Sarkar, S/o. Late Sabir Mohammad by way a Regd. Sale Deed Bearing No. 9265 for the year 1957, Book – 1, Vol. No. 98, Page No. 32 to 34, Sub-Reg. office Raiganj.
- b) Said Bhuiuddin Sarkar @ Bhuiuddin Ahamed, S/o. Late Sabir Mohammad purchase above mentioned property by way above mentioned purchase deed and R.S.R.O.R. was duly recorded in his name bearing No. 242, Mouja Raiganj, Plot No. RS 256, Area of the land 49 Dec.
- c) That LRROR was duly recorded in the name of Bhuiuddin Sarkar @ Bhuiuddin Ahamed, S/o. Late Sabir Mohammad, vide no. 287, Mouja – Bogram, J.L. No. 156, P.S. Raiganj, Dist. Uttar Dinajpur.
- d) Then, Bhuiuddin Sarkar @ Bhuiuddin Ahamed, S/o. Late Sabir Mohammad sold his some portion of land out of 49 decimal land to another person.

Arsad Hossain Sarkar

- e) Then, Bhuiuddin Sarkar @ Bhuiuddin Ahamed, S/o. Late Sabir Mohammad died on 31/05/2014 leaving behind his wife (1) Roshonara Begam, W/o. Late Bhuiuddin Sarkar three sons namely (2) Arsad Hossain Sarkar, (3) Abdul Majid Sarkar, (4) Mansur Ali Sarkar, all are S/o. Late Bhuiuddin Sarkar and three daughters namely (5) Mamataj Begam, W/o. Mahammad Rafik, (6) Hosenara Khatun, W/o. Ummar Ali, (7) Bilkis Begam, W/o. Mustak Ali as his legal heirs, which has been learnt from the certificate issued by the Prodhan, No. 13 Kamalabari – (1) Gram Panchayet vide memo no. 236/L.G./K-I GP dated 03/11/2022..
- f) Thereafter (1) Roshonara Begam, W/o. Late Bhuiuddin Sarkar @ Bhuiuddin Ahamed, (2) Abdul Majid Sarkar, (3) Mansur Ali Sarkar, all are S/o. Late Bhuiuddin Sarkar @ Bhuiuddin Ahamed, (4) Mamataj Begam, W/o. Mahammad Rafik, (5) Hosenara Khatun, W/o. Ummar Ali, (6) Bilkis Begam, W/o. Mustak Ali sold their inherited 12.14 Decimal landed property out of 16 Decimal land in Plot No. RS & LR 256 in favour of Arsad Hossain Sarkar, S/o. Late Bhuiuddin Sarkar @ Bhuiuddin Ahamed by way a Regd. Sale Deed vide no. 1254 for the year 2015, Book No. – I, CD Vol. No. – 4, Page No. 4043 to 4057.
- g) Arsad Hossain Sarkar, S/o. Late Bhuiuddin Sarkar @ Bhuiuddin Ahamed possess 16 Decimal land. He Possess 12.14 Decimal land out of 16 Decimal by way above mentioned Regd. Sale deed and 3.86 Decimal land possess as a legal heir of deceased Bhuiuddin Sarkar @ Bhuiuddin Ahamed

(e) **PREMISES** WHEREAS the land lord / owner and possessor of the piece and parcel of land measuring 12 Decimal land out of 12.14 Decimal forming Plat of C.S. & R.S. & L.R. 256, Khatian No. C.S. 65 corresponding to R.S. 242 corresponding to L.R. 2063, situated within Mouza – Bogram, J.L. No.- 156, P.S. - Raiganj, District – Uttar Dinajpur. The said land is situated within the Limits of No. 13 Kamalabari – 1 Gram Panchayet Area, by virtue of Registered Sale Deed Vide No. 1254 for the year 2015, Book No. – I, CD Vol. No. – 4, Page No. 4043 to 4057 lawfully seized, possessed of and otherwise well and sufficiently entitled to said land and is fully described in the Schedule – A herewith and ever since such possessions by the said owners is actual Khas and Physical of such land acquiring therein permanent transferable and inheritable right title and interest there too. Whereas the boundary lines hereinafter specified in the SCHEDULE - A hereunder written and mentioned as said property along with structures

Arsad Hossain Sarkar

standing thereon and all easements rights which is more fully and particularly be mentioned and described in the FIRST SCHEDULE hereunder written

- (f) **BUILDING** means the G+4 Multi Stored Residential along with commercial Building constructed upon the said premises according to the material and construction specifications mentioned and described in the Schedule herein and sanctioned by the plan sanctioned by the Uttar Dinajpur Zilla Parishad authority on 08/06/2022 vide sanctioned Plan No. 07/UDZP/PLAN/2022 - 2023 dated 08/06/2022.
- (g) **BUILDING PLAN** means such plan prepared by Arsad Hossain Sarkar, S/o. Late Bhuiuddin Sarkar @ Bhuiuddin Ahamed herein for the construction of the proposed G+4 Multi Stored Residential along with commercial Building upon the said premises and sanctioned by the plan sanctioned by the Uttar Dinajpur Zilla Parishad authority on 08/06/2022 vide sanctioned Plan No. 07/UDZP/PLAN/2022 - 2023 dated 08/06/2022.
- (h) **THE ARCHITECTS** mean such qualified person / persons who have been appointed by the DEVELOPER / CONFIRMING PARTY for both designing and planning the Building constructed on the said premises.
- (i) **Name of the Multi-stored Building -**
The said land is earmarked for the purpose of multi-storied building complex and the said project shall be known as "ARMAN TOWER".
- (j) **FLOOR SPACE** means the part or portion of the said building whereon or on part whereof any flat or unit or structure which will be constructed upon the said premises and also include if the context so admits a space whereon open car parking space therein.
- (k) **FLAT** means a part or portion of the floor space consisting of bed rooms, living rooms, bath rooms, toilets, kitchen, balcony, etc. and if the context so admits, also one open car parking space, if any, relating thereto and more particularly described in the Schedule hereunder written.
- (l) **UNIT** means a part or portion of the floor space consisting of covered spaces in the building intended or capable of being exclusively occupied and enjoyed and if the context so admits also one parking space for car, if any, relating thereto and more particularly described in the Second Schedule of this presents.

Arsad Hossain Sarkar

- (m) **SALEABLE SPACE** means one residential flat and the space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore.
- (n) **COMMON FACILITIES AND AMENITIES** mean and include corridors, roof, stair case, elevator, drive ways, passage ways, overhead water tank, water pump i.e. Sub-marshel, sop kit, sop tank, water outlet, water line and other facilities, which may be mutually agreed unto between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there under as par the West Bengal Apartments Ownership Act, 1972 and its statutory modifications and/or maintenance thereof in force from time to time and Rules framed there under or mutually agreed upon by the LAND OWNER and the owners of Flat/Flats or other spaces.
- (o) **COMMON EXPENSES** mean and include a proportionate share of the cost, charges and expenses for working maintenance, up-keep, repairs and replacement of the common parts including proportionate share of the Municipal Tax, Property tax and other taxes and levies relating to or connected with the said building and the land thereunto belonging and more particularly described in the Schedule of this presents including Electricity Charges for water lifting, well functioning Lift, common passage, stair case lighting, etc.
- (p) **COMMON EASEMENTS** in relating to any flat or unit or space shall mean the easements quasi easements, rights, privileges and appurtenances appertaining to such flat or unit or space for the reasonable enjoyment and occupation of such residential flat or unit or space and more particularly described in the Schedule of this sale and shall also include the reciprocal easements, quasi-easements obligations and duties or like nature of the other residential flats or units or spaces in the said building in or upon such residential flat or unit or space and more particularly described in the Schedule of this presents.
- (q) **PROPORTION** means the proportion of the ratio which the super built-up area of any residential flat or unit or floor space bears to the super built up area of all the residential flats and all the units and all the floor spaces for the time being (including the areas comprising the common parts thereof) of the said building.
- (r) **CO - PURCHASERS** mean the person(s) with some of the said vendors agreed or may agree to transfer and/or transferred by way of conveyance or otherwise any undivided interest in the land comprised in the said property confirmed and shall also include if the context so admits, Vendors in respect of the portions thereof, interests wherein have not been transferred by the Vendors to any person for the time being.

Arzad Hossain Sarkar

- (s) **PURCHASERS/ VENDEES ALLOCATION** shall mean a self contained complete residential flat in habitable condition as fully described in the **SCHEDULE - B** of the G+4 Multi Stored Residential along with commercial Building namely "**ARMAN TOWER**" constructed upon the said premises according to the building plan sanctioned by the Uttar Dinajpur Zilla Parisad G+4 Multi Stored Residential along with commercial Building constructed upon the said premises situated at District. Uttar Dinajpur, A.D.S.R. Office Raiganj, West Bengal, P.S. - Raiganj, No. 13 Kamalabari – 1 Gram Panchayet, Mouza – Bogram, J.L. No.- 156, Plat of C.S. & R.S. & L.R. 256, Khatian No. C.S. 65 corresponding to R.S. 242 corresponding to L.R. 2063, Area of the land 12 Decimal, Classification of the land "BASTU" together with impartial undivided proportionate share of underneath land attributable thereto in the premises along with all easement rights and common facilities more fully and particularly mentioned in the **SCHEDULE - B** hereunder written.
- (w) **"POSSESSION"** means the Indenture made between the parties herein or thereafter as mentioned in these presents and the **PURCHASERS** take Possession therein the said residential flat with satisfaction of the Specifications, Elevations, Workmanship, materials and the **LANDOWNER/VENDOR** and the **DEVELOPER / CONFIRMING PARTY** already hand over the said possession.

AND WHEREAS the **LANDOWNER / VENDOR** herein is the sole and absolute owner of **ALL THAT** piece and parcel of a plot of land and property containing by an estimation of 12 Decimal, be the same and/or a little more or less of homestead land and all easement rights comprised in Plat of C.S. & R.S. & L.R. 256, Khatian No. C.S. 65 corresponding to R.S. 242 corresponding to L.R. 2063, P.S. Raiganj, Mouza – Bogram, J.L. No.- 156, within the limits of No. 13 Kamalabari – 1 Gram Panchayet, within the boundary lines hereinafter specified in the **SCHEDULE - A** hereunder written and mentioned as SAID PROPERTY, thereon and all easement rights which is more fully and particularly mentioned and described in the **SCHEDULE - A** hereunder written, which land lord had purchased by virtue of Registered Sale Deed Vide No. 1254 for the year 2015, Book No. – I, CD Vol. No. – 4, Page No. 4043 to 4057 and was absolutely seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land which was used and occupied by LAND OWNER. Hereinafter the allocation of the present Purchaser is referred to as SCHEDULE-B.

AND WHEREAS the **LANDOWNER / VENDOR** herein mutated their name in respect of the aforesaid property of himself and paying Govt. Rent in respect of the said property.

AND WHEREAS the said property of the **LAND OWNER / VENDOR** herein is free from all sorts of *encumbrances, charges liens, lis-pendent mortgage* and/or acquisition or requisition and the said property is not at all subject matter of Civil and Criminal proceedings and is/are not pending in any Learned Criminal and Civil Courts within the Jurisdiction of the said

Arif Hossain Sarkar

property or elsewhere which are more fully and particularly in the SCHEDULE - A written hereunder.

AND WHEREAS the aforesaid LANDOWNER / VENDOR herein, being the sole and absolute owner as well as user and occupier of the said property, have made up their mind to develop the said property situated at Plat of C.S. & R.S. & L.R. 256, Khatian No. C.S. 65 corresponding to R.S. 242 corresponding to L.R. 2063, P.S. Raiganj, Mouza – Bogram, J.L. No.- 156, within the limits of No. 13 Kamalabari – 1 Gram Panchayet, in the District of Uttar Dinajpur, by constructing a G+4 Multi Stored Residential along with commercial Building i.e. **“ARMAN TOWER”** upon the said premises, according to the building plan sanctioned by Uttar Dinajpur Zilla Parishad Authority, but due to financial stringency or paucity of fund and due to insufficiency of knowledge as well as experience, have sought the professional expertise with financial soundness of a DEVELOPER who can undertake the responsibility of construction of such building upon the said premises at his own arrangement and expenses.

AND WHEREAS the LAND LORD / DEVELOPER has intended to sell a self contained complete residential flat along with one open garage which is more fully and particularly described in the SCHEDULE - B, hereunder written and hereinafter be referred to as the SCHEDULE - B in the said G+4 Multi Stored Residential along with commercial Building constructed upon the said premises according to the sanctioned building plan and the PURCHASERS / VENDEES have intended to purchase the ‘ONE RESIDENTIAL FLAT’ and the PURCHASERS / VENDEES, being bonafied purchaser and prima facie satisfied with the title of the LANDOWNER / VENDOR / DEVELOPER/ CONFIRMING PARTY herein and after inspection of all the relevant documents relating to the SCHEDULE - A PROPERTY including the Sanctioned Plan herein have made a proposal to the LAND OWNER / VENDOR / DEVELOPER / CONFIRMING PARTY herein for purchasing the ‘ONE RESIDENTIAL FLAT’ and the CONFIRMING PARTY herein has accepted the said offer of the PURCHASERS / VENDEES herein and agreed to sell the ‘ONE RESIDENTIAL FLAT’ to the PURCHASERS / VENDEES herein on a reasonable consideration money of Rs.= 00 (Rupees) only and on the terms and conditions as settled in between themselves and the LANDOWNER / VENDOR / DEVELOPER / CONFIRMING PARTY has agreed to transfer the undivided proportionate share of land attributable thereto fully and particularly described in the SCHEDULE - B hereunder written, hereinafter referred to as the ‘ONE RESIDENTIAL FLAT’ more fully and particularly mentioned in the SCHEDULE - B and the parties herein have entered into an Agreement for Sale on day of 202..... for the terms and conditions as mentioned therein.

AND WHEREAS as the building is already constructed by the LANDOWNER / CONFIRMING PARTY herein, he has today delivered the respective possession to the PURCHASERS / VENDEES herein after receiving the full and final consideration money according to the Agreement for Sale.

Arşad Hossain Sarkar

AND WHEREAS it has been agreed upon by and between the LANDOWNER / VENDOR / DEVELOPER / CONFIRMING PARTY and the PURCHASERS / VENDEES herein that the LANDOWNER / VENDOR shall sell the undivided proportionate share of land in respect of the said plot of the land in favour of the PURCHASERS and the LANDOWNER / DEVELOPER / CONFIRMING PARTY shall transfer the 'FLAT' more fully and particularly mentioned in the SCHEDULE-B hereunder written after receiving the full and final consideration money of Rs.= 00 (Rupees) only towards the cost of the 'ONE RESIDENTIAL FLAT' along with superstructure and along with undivided proportionate share of underneath land to be paid to the LANDOWNER / DEVELOPER / CONFIRMING PARTY in the Credit of himself as mentioned in memo of consideration hereunder written free from all encumbrances and the PURCHASERS / VENDEES shall purchase the 'ONE RESIDENTIAL FLAT' more fully and particularly mentioned in the SCHEDULE - B herein together with common parts thereof and the common amenities and the common conveniences relating to the same along with proportionate undivided share of land relating to the said building upon the said SCHEDULE - A mentioned property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement for sale and in total consideration of a sum of Rs. = 00 (Rupees) only. Purchaser also paid total consideration money to the DEVELOPER herein, as per Memo of Consideration and of the various covenants by the PURCHASERS and LAND OWNER / VENDOR herein both hereby grant, convey, sell, transfer, assign and assure to and unto and in favour of the PURCHASERS herein ALL THAT a self contained complete residential flat in habitable condition on the Floor of the G+4 Multi Stored Residential along with commercial Building constructed upon the said premises according to the building plan sanctioned fully and particularly mentioned in the SCHEDULE - B in the G+4 Multi Stored Residential along with commercial Building constructed upon the said premises situated at and being Plat of C.S. & R.S. & L.R. 256, Khatian No. C.S. 65 corresponding to R.S. 242 corresponding to L.R. 2063, P.S. Raiganj, Mouza - Bogram, J.L. No.- 156, within the limits of No. 13 Kamalabari - 1 Gram Panchayet, P.S. Raiganj in the District of Uttar Dinajpur, together with importable undivided proportionate share of underneath land attributable thereto in the premises along with all easement rights and common facilities and amenities as particularly shown including sewerage, rain water pipe, well functioning lift, landing, all ways, paths, passage and water courses TOGETHER WITH the benefits of all other rights, liberties, easements, appendages appurtenances and all the estate right, title, interest and property claim whatsoever TOGETHER WITH all amenities and facilities attached thereto or to be provided there with such as common rights in all common spaces, paths and passages, stair and landings attached thereto TO HAVE AND TO HOLD the 'SCHEDULE - B' hereby conveyed to the said PURCHASERS of the FIRST PART absolutely forever in fee simple OR HOWSOEVER OTHERWISE the 'FLAT' now or heretofore is or was situated, butted bounded, called,

Arzad Hossain Sarkar

known, numbered, described and distinguished as per SCHEDULE - B written hereunder TOGETHER WITH undivided proportionate share of interest of land or ground whereupon or on part whereof the same is erected and built TOGETHER WITH proportionate common share and right of enjoyment of erection, walls, yards, benefits and advantages of other rights, liberties, easements, privileges, appendages and appurtenances whatsoever relating to the 'FLAT' and said land and premises belonging to or with the or any part thereof or any time hereto for hold, used occupied, accepted, reputed, deemed taken or known as part or parcel of members thereof appurtenant thereto with their and every or is appurtenance AND ALSO WITH the full and fee right and liberty for the PURCHASER/S or their tenants, agents, servants, employee visitors to use in common with the other flat owners or respective area owners and each of their agents, servants employees visitors licensee or assign at all times hereafter by day or night for all purpose connected with the use and enjoyment of the said land and the premises to pass and ingress and outgases including access shall remain open and each of them and each of their servants agents, employees, invitees licensees shall be entitled to the unfettered use of the same, including right to egress and ingress in the common passages and stair ways AND TO LAY underground and/or overhead drains, or their installations under or over the said lands any part thereof belonging to or to be appurtenant thereto and all the estate right title interest claim and demand whatsoever of the said LANDOWNER / VENDOR into and upon the 'FLAT' and premises or any part or parcel thereof and which now are or hereafter shall or may it shall be made available to the PURCHASER/S or their respective legal heirs, executors, successors, administrators, representatives and assigns or any person or persons from whereof LANDOWNER / VENDOR can or may procure the same without action or suit in law or in equity of the OWNER / VENDOR into and upon the 'FLAT TOGETHER WITH proportionate impartibly undivided share of land therein before granted, conveyed or otherwise expressed or intended to be and every part thereof and the reversion or reversions, remainder or remainders and the rents, issues and profits thereof and in every part thereof TO HAVE AND TO HOLD the "FLAT" land and the said PURCHASER/S be absolutely forever free from all encumbrances and assignees' subject to the purchasers' covenants herein mentioned and the terms and conditions and stipulations contained in the SAID AGREEMENT made between the LANDOWNER / VENDOR herein in the manner before mentioned and the said LANDOWNER / VENDOR do hereby and each of his heirs, executors, successors, administrators, representatives and assigns covenant with the said PURCHASERS their respective legal heirs, executors, administrators, represent- tatives and assigns and NOT WITH STANDING any act, deed, matter or thing by the said LANDOWNER / VENDOR done or executed or knowingly suffered to the contrary the said LANDOWNER / VENDOR are lawfully, rightfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said land and premises and every part thereof for a perfect and indefeasible estate or an equivalent thereto free from all encumbrances whatsoever the LANDOWNER / VENDOR now that in himself has good, right, full power and absolute authority to grant, transfer, and convey the said proportionate land and premises TOGETHER WITH the right to use of the "FLAT" by the PURCHASER/S, their respective legal heirs, executors, administrators, representatives and/or assigns shall and may at all time hereafter peaceable

Asad Hossain Sarkar



and quietly possess and enjoy the "FLAT" and proportionate land and premises and receive the rents, issues and profits, thereof and forever part thereof with the right to sell or any other transfer their share of land and also the 'FLAT' and other common rights and facilities without any lawful eviction interruption claim or demand whatsoever from or by the said LANDOWNER / VENDOR or any person lawfully and equitably claiming from an estate or interest in the 'SAID FLAT' and land and premises from under or in trust for the LAND OWNER / VENDOR or from under any of his predecessor-in-title and that free and clear and freely and clearly and absolutely acquitted exonerated, discharged, saved, harmless kept indemnified against all manners or charges mortgages lease, lispendents, attachments, liabilities encumbrances and whatsoever created made or suffered by the said LAND OWNER / VENDOR or any of his predecessors-in-title or any person lawfully and equitably claiming any estate or interest in the 'FLAT' and or any part thereof under or in trust for the VENDOR or any of his predecessor-in-title shall and will from time to time and in all times hereafter at the request and cost of the said PURCHASER/S or their respective legal heirs, executors, successors, administrators, representatives and/or assigns to do and deeds and things whatsoever for further betterment and more perfectly assuring and premises and every part thereof unto and to the use of the said PURCHASER/S their respective legal heirs, executors, administrators, representatives and assigns manner aforesaid shall or may or reasonably required and VENDOR do hereby for his executors, administrators, representatives and assigns shall remain bound at all times wherever and whatsoever to execute all or any of the deeds or writing in respect of the 'FLAT' only at the request and cost of the PURCHASER/S.

AND the PURCHASER/S shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas without any claim or demand whatsoever from the VENDOR or any person claiming through or under him. **AND FURTHER THAT the VENDOR**, his/her heirs, executors, administrators or assigns, covenant with the PURCHASER/S his/her heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the PURCHASER, his heirs, predecessor, successors administrators or assigns from or against all encumbrances, charges and equities whatsoever.

THE VENDOR, HIS / HER HEIRS, ADMINISTRATORS OR ASSIGNS FURTHER COVENANT THAT HE OR THEY SHALL AT THE REQUEST AND COST OF the PURCHASER/S, his/her heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

The purchaser shall enjoy from very execution of this deed as Rayat under Government of West Bengal, with absolute right title khas possession and interest with all such power being absolute owner including mutation in settlement record, number or numbers of any type of transfer, mortgage, use or uses etc. without my any further objection whatsoever, in any point of time.

Asad Hossain Sarkar

Purchaser shall not store or carry on business of any inflammable or combustible or explosive substance in his shop room. The purchaser shall not store any fertilizer or any articles which may damage or deteriorate the condition of the building. Purchaser will also not store, in the room or carry on business of any goods won in contrived or prohibited by any law without proper license or permit therefore.

“ SCHEDULE – A ”

ALL THAT piece and parcel of a plot of land and property containing by an estimation of 12 Decimal appertaining to Plat of C.S. & R.S. & L.R. 256, Khatian No. C.S. 65 corresponding to R.S. 242 corresponding to L.R. 2063, P.S. Raiganj, Mouza – Bogram, J.L. No.- 156, Classification of the land “BASTU” within the limit of No. 13 Kamalabari – 1 Gram Panchayet, P.S. Raiganj, District Uttar Dinajpur, A.D.S.R. Office Raiganj, West Bengal, Name of the Apartment – “ARMAN TOWER” along with the G+4 Multi Stored Residential along with commercial Building constructed upon the said premises according to the sanctioned building plan together with all easement rights attached thereto.

The property is butted and bounded by -

ON THE NORTH BY : House of Md. Ansarul Hoque.
ON THE SOUTH BY : House of Tamaluddin
ON THE EAST BY : House of Swapan Kumar Das.
ON THE WEST BY : Panchat Road.

Asad Hossain Sarkar

“ SCHEDULE – B ”

(PURCHASER/S ALLOCATION)

Residential Unit

ALL THAT a self contained complete residential flat in habitable condition on the side of the Floor of the G+4 Multi Stored Residential along with commercial Building constructed upon the said premises according to the building plan sanctioned by the Uttar Dinajpur Zilla Parishad authority on 08/06/2022 vide sanctioned Plan No. 07/UDZP/PLAN/2022 - 2023 dated 08/06/2022, being Flat No., Floor, Carpet Area - Sq.ft. and Sq.ft. (approx) Super built-up area be the same and / or a little more or less in the Residential Unit out of G+4 Multi Stored Residential along with commercial Building i.e. “ARMAN TOWER” constructed upon the said premises situated at and being 12 Decimal appertaining to Plat of C.S. & R.S. & L.R. 256, Khatian No. C.S. 65 corresponding to R.S. 242 corresponding to L.R. 2063, P.S. Raiganj, Mouza – Bogram, J.L. No.- 156, Classification of the land “BASTU” within the limit of No. 13 Kamalabari – 1 Gram Panchayet, P.S. Raiganj, District Uttar Dinajpur, A.D.S.R. Office Raiganj, West Bengal, together with undivided proportionate share of underneath land attributable thereto in the

Asad Hossain Sarkar

premises along with all easement rights and common facilities and amenities as particularly shown below :-

1.	Name of the Purchaser	:-	
2.	Flat Situated	:-	
3.	Flat No	:-	
4.	Area of the Flat		
	a.	Covered Area	:-
	b.	Super built Area	:-
5.	Cost of the Flat	:-	Rs. /= only
6.	Boundary of the Flat	:-	North - South - East - West -

“ SCHEDULE - C ”

(COMMON AREAS)

- I. The Front Space, Back Space and Side Space in the Ground Floor will be used by the PURCHASERS commonly with the other co-owners of the building.
- II. Installations of common services such as water, sewerage, ultimate roof, electricity etc.
- III. Sub-marshal, all water pipe lines and all apparatus and installations the said Building for common use.

Arshad Hossain Sarkar

- IV. Electric wiring and fittings and fixtures for lighting the stair-case, lobby and landing and other common areas in the Building and the said land.
- V. Elevator common to the Building
- VI. Water and soil evacuation pipes from the units to drains common to the Building.

“ SCHEDULE – D ”

(COMMON EXPENSES)

**Cost, expenses and out goings and obligations for which all Purchaser/s
and Owners are to contribute proportionately.**

- I. The expenses of maintaining, repairing, maintaining roof and re-decorating and renewing the Main Structures and the drainage system, sewerage, rain water, discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the THIRD SCHEDULE hereto.
- II. The expenses of repairing , maintaining , white – washing and colour washing the Main Structures of the Building including the exterior of the Building and also the common areas of the Building described in the THIRD SCHEDULE above written.
- III. The cost of cleaning and lighting the entrance of the Building the passage and space around the Building corridors, stair-case and other common areas.
- IV. The cost of the electric energy for the purpose of the smooth running elevator.
- V. The cost of the proper elevator maintenance and licence renewal.
- VI. Cost of decorating the exterior of the Premises.
- VII. Building Taxes and other Taxes whatsoever as may found payable on account of the said Building. All expenses of common service and in common with common areas and facilities.
- VIII. Such expenses as are necessary for or incidental to the maintenance and up – keeping of the premises and of the common areas facilities and amenities.
- IX. The cost of the security guard & sweeper.

Ar. Saad Haseeb Jassar

- X. Purchaser should behave well with others co-sharers of the "*ARMAN TOWER*" and obey the rules of the managing committee of the apartment.
- XI. Purchaser is also bound to clear maintenance cost of the managing committee at right time.

IN WITNESS WHEREOF the parties herein put their respective hands and seals on the day month and year first above written.

This Deed contains one Stamp of Rs. 5000/- and 16 bond papers on two witnesses thereon with photo of vendors and purchasers in a bond paper which bears finger prints of both parties submitted herewith.

The all contentions of this sale deed read over and being satisfied and put our Signature in below.

WITNESS :-

1)

Drafted By –

Subrata Basak
Advocate
Birnagar, Raiganj, U/D.
En. No. WB-909/2001

Arshad Hossain Sarkar