

## Deed of Conveyance

1. **SRI PUSPENDU TALUKDAR** Son of Late Nayan Ranjan Talukder, PAN NO-ACPPT4676C, of Vill- Congress Para, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur, 2. **SRI SURAJIT BHATTACHARJEE** Son of Late Ranjit Bhattacharjee, PAN NO-AGAPB3799D, NO residing at Village- Congress Para, P.O. Balurghat, District- Dakshin Dinajpur 3 **SMT. SHAKUNTALA AGARWALA**, W/O- Sri Paban Kumar Agarwala, PAN NO-AHVPA5792R, residing at village- Marawari Patty, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur ,all by faith Hindu, by occupation-business, hereinafter and also having office at Congress Para, Balurghat, Dist- Dakshin Dinajpur called and referred to as the **VENDORS** ( Which term or expression shall unless exclude by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**

AND

**THE MAHARAJA UDYOG** a partnership firm having its office at Village- Congress Para, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur represented by its partners 1. **SRI PUSPENDU TALUKDAR** Son of Late Nayan Ranjan Talukder, PAN NO-ACPPT4676C, of Vill- Congress Para, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur, 2. **SRI SURAJIT BHATTACHARJEE** Son of Late Ranjit Bhattacharjee, PAN NO-AGAPB3799D, residing at Village- Congress Para, P.O. Balurghat, District- Dakshin Dinajpur 3. **SMT. SHAKUNTALA AGARWALA**, W/O- Sri Paban Kumar Agarwala, PAN NO-AHVPA5792R, residing at village- Marawari Patty, P.O & P.S- Balurghat, Dist- Dakshin Dinajpur ,all by faith Hindu, by occupation-business, hereinafter and also having office at Congress Para, Balurghat, Dist- Dakshin Dinajpur called and referred to as the **VENDORS/DEVELOPER** ( Which term or expression shall unless exclude by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.  
**Pan no-The Maharaja Udyog-AAJFT7855R).**

AND

\_\_\_\_\_, Son/Wife Of \_\_\_\_\_, of Vill-  
\_\_\_\_\_, P.O- \_\_\_\_\_, P.S-  
\_\_\_\_\_, Dist- \_\_\_\_\_, by Faith-

\_\_\_\_\_, by Nationality- \_\_\_\_\_, By profession- \_\_\_\_\_, AND 2. \_\_\_\_\_, Son/Wife Of \_\_\_\_\_, of Vill- \_\_\_\_\_ P.O- \_\_\_\_\_, P.S- \_\_\_\_\_, Dist- \_\_\_\_\_, by Faith- \_\_\_\_\_, by Nationality- \_\_\_\_\_, By profession- \_\_\_\_\_, hereinafter called and referred to as the **PURCHASER/s** (Which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, legal representatives and /or assigns) of the **THIRD PART.**

**PART.**

1. **The Residential** space being identified as Flat no- \_\_\_\_\_ in the Block- \_\_\_\_\_, on the \_\_\_\_\_ floor having more of less \_\_\_\_\_ sq. ft. Total Built up are area, \_\_\_\_\_ side in the project "**GO-DHULI COMPLEX**" at the said premises, including the common areas being described in the schedule herein below.
2. **BACKGROUND:**

**WHEREAS** Manmatha Nath Sanyal, Son of Late Hridaynath Sanyal, of Khadimpur, P.O & PS- Balurghat, Dist- Dakshin Dinajpur was the sole and absolute Owner of **ALL THAT** 25 Decimal of land with structure thereon situated in R.S. Dag No. 190, Corresponding to I. R. Plot No. 702, J.L. No.110, Mouza- Khadimpur, R.S. Khatian No. 12, I.R. Khatian No. 2538 (stands in the name of previous owner Sri Manmatha Nath Sanyal), under Balurghat Municipality word No-22 (New) , District - Dakshin Dinajpur, ADSR Balurghat and he was seized and possessed of the same and was paying rates and taxes thereon as Owner thereof.

**AND WHEREAS** the said Manmatha Nath Sanyal being entitled, seized and possessed of the said land thereon and being desirous of Gift, alienating, transferring and granting, by a Deed of Gift dated 2<sup>nd</sup> day of July 1968, Gifted, delivered, and/or transferred total 28 decimal of land including other land in favour of his son Sri Kalidas Sanyal. The said Deed of Gift was

registered in the office of District Sub Registrar, Erstwhile West Dinajpur now Dakshin Dinajpur, Balurghat and recorded in Book No-I, Volume No.-68, Pages from 83 to 86, being No. 6168 for the year 1968.

**AND WHEREAS** said Kalidas Sanyal died intestate on 05.09.2000, leaving behind his widow Smt Mira Sanyal, two sons namely Sri Mrinmoy Sanyal and Sri Hiranmoy Sanyal and one daughter namely Gouri Roy as his only legal heirs who inherited the entire property left by the deceased Kalidas Sanyal. Subsequently mother of the vendors Mira Sanyal died on 25.03.2016 leaving behind the above persons as her only legal heirs.

AND WHEREAS by this way Sri Mrinmoy Sanyal and Sri Hiranmoy Sanyal and Gouri Roy became the owners of the said land mentioned in the schedule hereunder which is under their possession and they have been paying taxes in respect of the property.

AND WHEREAS said 1. Sri Mrinmoy Sanyal, 2. Sri Hiranmoy Sanyal, and 3. Smt Gouri Roy, as the joint owners sold, and conveyed and transferred their aforesaid joint property unto and in favor of the owners herein Sri Puspendu Talukdar, S/O- Sri Nayan Ranjan Talukdar, Sri Surajit Bhattacharjee, S/O- Late Ranjit Bhattacharjee, and Smt Shakuntala Agarwala, W/O- Sri Paban Kumar Agarwala by virtue of Deed of Conveyance dated 25 day October 2019. And the said Deed of Conveyance was duly registered at the office of Additional District Sub Registrar, at Balurghat, and recorded in its Book No-I, Volume No-1702-2019, pages from 68435 to 68466, Being No-170204324 of 2019.

**AND WHEREAS** in the manner aforesaid the said persons become the owner of the said property and has been enjoying the same measuring more or less 0.20601 Acres situated at Mouza- Khadimpur, J.L.No- 110, comprised in old plot no R.S- 190, corresponding to L.R. Plot No-702, R.S. Khatian No-12, corresponding to L.R. Khatian No-2538 (old), and after purchase the present owner got their name mutated in the present Khatian No- 10043 (stands in the name of Shakuntala Agarwala), L.R-10040 (stands in

the name of Puspendu Talukdar), and L.R-10042 (stands in the name of Surajit Bhattacharjee), P.S & A.D.S.R Balurghat, and has been possessing and enjoying the same by mutating the said property in the name of the present owners in the Assessment record of Balurghat Municipality, word no-12 and since then the said property is being known and numbered as Premises/Holding no- 149/1(19-20)/New and paid up to date rates and taxes to the appropriate authority concerned.

WHEREAS for the purpose of construction of multistoried building at the said LAND, The Maharaja Udyog a partnership firm represented by its partners Sri Puspendu Talukdar, Sri Surajit Bhattacharjee and Smt Shakuntala Agarwala, the developer herein, and they have executed a Development Agreement with Owners Sri Puspendu Talukdar, Sri Surajit Bhattacharjee and Smt Shakuntala Agarwala, for better interest and benefits and for construction of a multistoried building over the plot of land (hereinafter referred to as the "Development Agreement") with the said owners for development and construction of a new Building at the said premises with various terms and conditions as set-forth in the said Development Agreement and the said development Agreement was registered in the office of Additional District Sub Registrar, Balurghat and recorded in Book No-I, Volume No-1702-2020, pages from 18891 to 18919, being no-170201269 for the year 2020.

**AND WHEREAS** a plan for construction of commercial and residential unit over the land particulars of which are described in **FIRST SCHEDULE** has already been obtained by the Developer from the Balurghat Municipality vide Sanction Building Plan No 7859/W-22/2020/S.M in the name of the owners of the plots (hereinafter called and referred to as the said plan) and the Developer has already Completed the construction work of the said new building at the said premises.

**THE VENDORS AND THE DEVELOPER HAVE REPRESENTED AND GUARANTEED THE PURCHASERS** as follows:

- (A) In pursuance of the said partnership and development agreement and by the strength of the said sanctioned Building plan, the vendors and the Developer have completed the construction works of all floors of Multi-storied Building as per specification of the Balurghat Municipality (hereafter called as **GO-DHULI COMPLEX** Consisting of several self-contained residential flats in the Building aforesaid having lift facility, the vendors and the Developer are the absolute owner of inter-alia **ALL THAT** the Residential space being identified as **FLAT NO-**\_\_\_\_\_, in the Block- \_\_\_\_\_, on the \_\_\_\_\_ **FLOOR**, \_\_\_\_\_ side of the Building "**GO-DHULI COMPLEX** At premises /Holding no -149/1(19-20)/New, which is more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written, hereinafter collectively called "The Unit" including Common area and facilities in the Building more fully and particularly mentioned in the part-I & II of the **THIRD SCHEDULE** (hereinafter called the Easements) together with proportionate undivided share in the land at the said premises (the common parts, easements and the land share hereinafter collectively called right and properties appurtenant thereto) free from charges, mortgages, claims, demand, liens, lispendens, attachments acquisition, requisition, vesting, thika tenancy, lease, agreement, arrangements and / or other encumbrances and/or alienation whatsoever.
- (B) The vendors and the Developer and the owners have not entered into any agreement and /or arrangement and/or have not done any act, deed or thing whereby the vendors title in respect of the unit and right and properties appurtenant thereto may get alienated and/or encumbered.
- (C) There is no statutory, judicial and/or quasi judicial and/or Departmental order and/or restrictions which may prevent the vendors and the Developer from transferring and/or conveying the unit and right and properties appurtenant thereto to the Purchasers free from all encumbrances.

- (D) The vendors and the Developer have confirmed and guaranteed that on purchase, the Purchasers shall acquire a clear and marketable title in respect of the said unit and the right and properties appurtenant thereto free from all encumbrances, whatsoever.
- (E) The owners by a Registered Development Agreement duly appointed the promoter herein as promoter to develop the said project in the terms and conditions as mentioned therein. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoter regarding the said land on which project is to be constructed have been completed.
- (F) The parties have gone through all the terms and conditions set out in the agreement and understood the mutual rights and obligations detailed herein.
- (G) The parties hereby confirm that they are signing this Deed of Conveyance with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the project.
- (H) In accordance with the terms and conditions set out in this Deed of Conveyance and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the flat and the garage/Parking (if applicable) as specified in SECOND SCHEDULE.
- (I) Relying on the aforesaid representation and guarantee of the Vendors and the Developer, the Purchasers herein, after thorough inspection, has been satisfied in all respect regarding papers and documents of title, materials used with all necessary fittings and fixtures about the Building comprising of several self-contained independent flats, and the Purchasers in terms of and agreement for sale have agreed to purchase the said Residential space being **FLAT NO-** \_\_\_\_\_, in the Block- \_\_\_\_\_ on the \_\_\_\_\_ floor, \_\_\_\_\_ side of the New Building, measuring more or less \_\_\_\_\_ sq. ft. Built up area of the Building "**GO-DHULI COMPLEX**" at and for a lump sum of price or consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (Market value also set as Rs. \_\_\_\_\_/-) and the Purchasers in terms of the aforesaid agreement has time to

time paid the aforesaid consideration to the developer. The Architect of the Developer has taken final measurement of the said area of the **FLAT No- \_\_\_\_\_**, in the Block- \_\_\_\_\_, on the \_\_\_\_\_ **Floor**, including the common areas and as per final measurement the area of the said **Flat no \_\_\_\_\_**, in the Block- \_\_\_\_\_, on the \_\_\_\_\_ **floor**, now appears salable area to be more or less \_\_\_\_\_ **sq. ft.** Built up area including common areas in place of and or stead or its earlier approximate measurement also of more or less \_\_\_\_\_ **sq. ft.** built up area and the Purchasers have also agreed ad being satisfied to the present final measurement of the said **Flat No- \_\_\_\_\_**, in the Block- \_\_\_\_\_, on the \_\_\_\_\_ **floor**, and hereby give his/her/their express consent to the same and undertake not to raise any question or create any disputes in connection with the measurement of the said Residential Space in future also and the Purchasers for such excess additional area as mutually agreed upon by and between Purchasers and developer, did not pay any excess payment over and above a sum of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ only) (Market value also set as Rs. \_\_\_\_\_/-) being the entire consideration money paid by the Purchasers to the Developer towards the cost of the said Flat together with undivided proportionate share of land and the rights and properties appurtenant thereto and the Developer in its turn with the execution of these presents has handed over vacant possession of the said unit and the right and properties appurtenant thereto as booked by the Purchasers complete in all respect at the entire satisfaction of the Purchasers and the Purchasers also have taken peaceful possession of the said unit and the rights and properties appurtenant thereto and in pursuance whereof the vendors hereby selling, conveying and transferring the said **Flat No- \_\_\_\_\_**, in the Block- \_\_\_\_\_, on the \_\_\_\_\_ **Floor**, and the rights and properties appurtenant thereto and the Developer hereby confirms the same as confirming party by executing this Deed of conveyance unto and in favour of the Purchasers forever.

NOW THIS INDENTURE WITNESSETH as follows:-

1. That in pursuance of the said Agreement and in consideration of the total sum of **Rs. Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ only) (Market value also set as Rs.

\_\_\_\_\_/-) have been paid by the Purchasers to the Vendor/Developer by way of payment for the cost of the said unit and the rights and properties appurtenant thereto. The Developer/confirming party by memo of receipt hereunder admit and acknowledge and of and from the payment of the same the vendors and the Developer for ever release, discharge acquit and exonerate the Purchasers and the property hereby granted, transferred and conveyed, the vendors do hereby grant, sell, transfer, convey, assign and assure and the Developer/confirming party hereby confirms the same unto and in favour of the Purchasers ALL THAT Flat No- \_\_\_\_\_, in the Block- \_\_\_\_\_, on the \_\_\_\_\_ Floor measuring more or less \_\_\_\_\_ sq. ft. Built up area including common area of the Building "GO-DHULI COMPLEX", TOGETHER WITH undivided proportionate share in the land which is more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder and the rights and properties appurtenant thereto which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the FIRST SCHEDULE and also the undivided proportionate share or interest in the common part and/or portions of the Building and also the easement, more fully described in PART-I and II of the THIRD SCHEDULE hereto TOGETHER WITH the right of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Vendors and the Developer in the aforesaid properties and all deed, pattahs, muniments of title whatsoever exclusively relating to the properties aforesaid TOGETHER WITH rights in all passages, sewers, drains, pipers, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/or quasi-easement and other stipulation and/or provisions in connection with beneficial use and enjoyment of the properties all hereafter collectively called ("the property"), but the Purchasers has no right in roof, free from all encumbrances and/or alienation, whatsoever TO HAVE AND TO HOLD the property including the unit and the rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchasers absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force subject to the provisions of the West Bengal Apartment ownership Act, 1972, and the



Declaration and all the Rules and Regulations and the Bye-laws pursuant to the Provisions of the said Act and also subject to the payment of all rents, taxes, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the GOVERNMENT OF WEST BENGAL, BALURGHAT MUNICIPALITY or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose.

II. THE VENDORS AND THE DEVELOPER HEREBY COVENANT WITH THE PURCHASER/s as follows:

- (i) that the interest which the vendors hereby profess, transfer, subsists and the Vendors have good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Developer hereby confirms the same unto and in favour of the purchases absolutely and forever.
- (ii) AND THAT the vendors and the Developer/confirming party have not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the unit and the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.
- (iii) AND THAT the property (i.e. the unit, the land share and the right and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisitions, requisition, restrictions, litigations, lispendens, covenants, uses, debuttar, trusts, made or suffered by the Vendors and the Developer or any persons or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Vendors and the Developer.
- (iv) The Purchasers shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the Unit together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the

rents, issues and profits thereof for their own use, without any suit, lawful eviction, interruption, disturbance, claims or demands whatsoever from or by the Vendors or any person or persons or persons lawfully claiming or to claim through under or in trust for the Vendors and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by form under or in trust for the Vendors.

- (v) That the Vendors and the Developer shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the Purchasers.
- (iv) AND THAT the unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Vendors and the Developer unto and in favour of the Purchasers.
- (vii) The Purchasers shall hereafter have the right to mutate their names in the Records of the Balurghat Municipality, or any other authority or authorities, concerned, as joint owners of the Unit, rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may assessed or imposed in respect of the unit, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchasers will pay proportionate share of rates and taxes.
- (viii) The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in PART-I and II of the THIRD SCHEDULE hereunder written.

- (ix) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers or at any hearing suit, to the Purchasers and/or the agent/s of the Purchasers or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Vendors or the Developer as the case may be, shall keep all such documents safe and uncanceled and shall not use any of such documents from alienation and/or encumbering the unit, right and properties in any manner whatsoever.

III. THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows:-

- i) The Purchasers shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the unit wholly and common expenses and all other outgoings described in the FORTH SCHEDULE hereunder proportionately.
- ii) The Purchasers shall not raise any unreasonable objection in respect of the said unit and put any requisition concerning the nature, scope and extent thereof.
- iii) The Purchasers shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the unit and the rights and properties appurtenant thereto from the date of delivery of possession of the Residential unit.
- iv) The Purchasers shall apply for and have the Unit, rights and properties mutated in his name and separately assessed for the purpose of assessment of Municipal rates and taxes.
- v) Until such time the unit and the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions the Purchasers shall deposit the same with the Developer, until the Association and Market

committee amongst the other Flat owners is formed by the Developer and takes over actual maintenance and management of the common parts the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and taxes.

- vi) Upon separation and/or mutation of the unit and the rights and properties for the purpose of liability of Municipal Rates and taxes and imposition the Purchasers shall pay such tax, impositions as may be assessed in respect of the said Unit and the rights and properties directly to the Balurghat Municipality.
- vii) The Purchasers shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, water tax etc, in respect of the Building and the unit proportionately.
- viii) The Purchasers shall also be liable to pay the penalty, interest, cost, charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchasers in complying with their obligations hereunder, concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchasers will accrue with effect from the date of delivery of possession of the said Flat by the Developer to the Purchasers.
- ix) The Purchasers hereby undertakes to enter as a member of the building Association to be formed and the building committee amongst the other Flat owner of the building by the Developer in the Newly constructed Building for the purpose of proper management and control of the common parts and to do all acts deeds and things as may be necessary or expedient for the common purposes and the Purchasers undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers shall co-operate with the Developer and thereafter with the Owners' Association and pay their proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the co-owners in the Building shall remain liable to indemnify and keep indemnified the Vendors and the Developer for all liabilities due to non-fulfillment of their respective obligation hereunder.

xi) The Purchasers shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, Plaster, white washing, painting inside wall of the said unit and shall keep the unit and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as decent and respectable place for Residential purpose.

IV. THE PURCHASERS SHALL NOT DO AND OR CLAIM THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE UNIT AND COMMON PARTS THEREOF.

- i) To interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Developer.
- ii) To do anything whereby the Developer is prejudicially affected.
- iii) To throw any rubbish or store any article or combustible goods in the common parts.
- iv) To carry on any obnoxious, noisy, offensive, illegal or immoral activity in the said unit.
- v) To cause any nuisance or annoyance to the co-Purchasers and/or occupants of the other portions of the said Building and/or unit.
- vi) To decorate or paint or otherwise alter the exterior wall of the said unit or common parts of the said Building in any manner.

- vii) To obstruct in any manner the Vendor/Developer "THE MAHARAJA UDYOG" in making further construction or transferring any right in or on the land, building or other units, parking space.
- viii) To claim any partition or sub-division of the said land or the common parts.
- ix) Not to park any vehicle or motor cycle in front of the Market.
- x) 50% roof right on the front road side from the four storied building shall be exclusively belong to the Developer and the Vendors for the purpose of any commercial use and for that purpose the Vendors and the Developer shall have the exclusive right to use the stair case and stair landings of all floors and the remaining 50% roof right on the proposed four storied building shall be enjoyed by all other occupiers in the said building and the Purchasers hereby gives their express consent to the same that they shall not create any dispute or make any objection to the same, but the Developer shall not use the roof for the purpose of any public social gathering.
- x) To obstruct the Developer and the Vendors and all other occupiers in the building "Go-Dhuli Complex" for all purpose with regard to user and easement right of the existing common passage,

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel of Bastu land measuring more or less 20.601 decimals situated at Mouza- Khadimpur, J.L. No-110, Touzi no-323/76. Comprised in R.S Khatian No- 12, in **L.R. Khatian No- 10040, 10042 & 10043**, in R.S plot no-190, **Corresponding to L.R. Plot no- 702** under P.S & A.D.S.R- Balurghat, Under Balurghat

Municipality ward No-22, and said property is being known and numbered as premises/Holding No-149/1(19-20)/New, in the District of Dakshin Dinajpur which is butted and bounded in the manner as follows:

ON THE NORTH: Municipality Road and Kalimata Mandir.  
ON THE SOUTH: Municipality Road.  
ON THE EAST: Nimai Roy and others.  
ON THE WEST: Municipality Road.

**THE SECOND SCHEDULE AS REFERRED TO ABOVE**

All that Residential Space on the \_\_\_\_\_ floor, being identified as Flat/unit no- " \_\_\_\_\_" in the Block- \_\_\_\_\_, having an area measuring more or less \_\_\_\_\_ sq. ft. Built up Area, \_\_\_\_\_ side of the building including common area of the building GO-DHULI COMPLEX consisting of \_\_\_\_\_ Bed room, \_\_\_\_\_ living /Dining Room, \_\_\_\_\_ Kitchen, \_\_\_\_\_ toilets, \_\_\_\_\_ Bancony together with undivided variable proportion share of land attributable thereto more fully mentioned in the First Schedule herein above within the local limits of Balurghat Municipality, being the part and portion of Premises/Holding No-149/1(19-20)/New, Ward No-22, in the District of Dakshin Dinajpur.

**THE THIRD SCHEDULE REFERRED TO ABOVE**

**(COMMON PARTS /RIGHTS)**

- a. The Common passage on the all floors, save and except car parking space unless otherwise mentioned, overhead water tank, deep-tubule, water pump, water pipes and other common plumbing installations, Drainage, and sewers, Boundary walls and main gate, stairs, stairs landings of all floors, Roof, care taker room, Generator space, Transformer, Common Toilet,

such other common facilities as specified by the developer expressly to be common parts of the said new building.

- b. The right in common with other Purchasers for the use of the common parts for ingress and egress.
- c. The right of passage in common with other purchase to get electricity through or over the said unit or to get water connection from and to any other unit or common parts through or over the said unit as far as may reasonably necessary for the beneficial use and occupation of the other parts of the building.

**THE FORTH SCHEDULE AS REFERRED TO ABOVE**

**(COMMON EXPENSES)**

1. All costs and maintenance, white washing, repairing, redecorating painting, repainting, renovating the outer walls of the said building.
2. Insurance premium for insuring the said Building against earth -quake lightning riot, damage etc.
3. The Purchasers shall pay proportionate amount for installation of Transformer and Generator and the Purchasers shall also pay additionally for individual electric meter for getting electricity connection and any other statutory expenses.
4. All expenses and outgoings as may be deemed by the Developer and/or association/committee to be formed by the Developer to protect the rights of the Purchasers/Owners.
5. All expenses referred to above shall be borne and paid proportionately by the Purchasers on and from the date of taking possession of their respective unit.



**IN WITNESS WHEREOF** the parties hereto set and subscribed their hands and seal the day, month and year first above written.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

**WITNESSES**

1.

\_\_\_\_\_  
SIGNATURE OF THE VENDORS.

2.

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

Drafted by me:

\_\_\_\_\_  
SIGNATURE OF THE PURCHASERS

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**MEMO OF CONSIDARATION**

Received of and from the within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as and by way of full and final consideration of this Deed of Conveyance.

**WITNESSES:**

1.

2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER &  
OWNERS.**