



**ALLOTTEE(S)/PURCHASER(S)**” (which expression shall unless excluded by or repugnant to the subject or context mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**WHEREAS** for the purpose of construction of a Residential/ Housing Complex cum Commercial/Shopping Centre namely “Digangana Housing Complex” at Suri, Birbhum, the VENDOR by executing 8 (eight) Nos. of separate Registered Deed of Conveyance namely Deed No.4376 for 2007 dated 9<sup>th</sup> August 2007, Deed No. 4377 for 2007 dated 9<sup>th</sup> August 2007, Deed No. 4378 for 2007 dated 17<sup>th</sup> August 2007, Deed No. 4379 for 2007 dated 17<sup>th</sup> August 2007, Deed No. 4097 for 2007 dated 3<sup>rd</sup> August 2007, Deed No. 4098 for 2007 dated 3<sup>rd</sup> August 2007, Deed No. 4096 for 2007 dated 3<sup>rd</sup> August 2007, Deed No. 1583 for 2008 dated 10<sup>th</sup> March 2008 all Registered at the office of Additional District Sub-Registrars, Suri, Birbhum had purchased all the piece and parcel of land described as sali(Baid) and Danga measuring more or less 2.89 acres of free hold land in Mouza Abdarpur, J L No.97, Police Station-Suri, Dist. Birbhum, situated near Railway Overbridge of Suri, Birbhum from different owners and thus, became the absolute owner of all that aforementioned Freehold land within the jurisdiction of Suri Municipality (hereinafter referred to as the SAID LAND) which is more fully described in the **FIRST SCHEDULE** hereunder written.

**WHEREAS** on 25<sup>th</sup> November 2008 the office of the Block Land and Land Reforms Office, Suri, Birbhum issued Mutation Certificates in Mutation Case No. 1351/08 and 1404/07, 1405/07, 1406/07, 1407/07, 1408/07, 1409/07, 1410/07 signed by the prescribed

Authority under section-50 of the West Bengal Land Reforms Act, 1955 and accordingly all the said plots of land were Mutated in the Records of Rights in the name of VENDOR.

**WHEREAS** on an application being Conversion Case No. 37 of 2008 and 57/2002 filed by the VENDOR and after consideration of the prayer of the VENDOR the Collector under section 4C of the West Bengal Land Reforms Act, 1955 and District Land and Land Reforms Officer, Birbhum by its Order dated 20<sup>th</sup> June 2008 and order dated 8<sup>th</sup> October 2002 had ordered that the classification of the SAID LAND previously recorded as Sali (Baid) and Danga be converted into Homestead for “Housing Complex” and could be utilised for the said purpose on payment of rent and cess as per the provision of section-23 and 24 of the West Bengal Land Reforms Act, 1955 (as Amendment in the year 2000). The said rent and cesses had been paid by the VENDOR up to date.

**WHEREAS** the Suri Municipality, Birbhum on the prayer of the VENDOR has given a Municipality holding No 688/579 in respect of the SAID LAND as described in the **FIRST SCHEDULE** hereunder Written.

**WHEREAS** in order to construct the “Digangana Housing Complex ” on the SAID LAND as described in the **FIRST SCHEDULE**, initially, the VENDOR had decided to utilize a part of the SAID LAND measuring an area of 16 Cottah, 6 chittaks, 35 square feet, that is 1099 sq. meter (11825 sq.ft.) being part and parcel of the single premises No. and Street- Holding No. 688/579, Mouza- Abdarpur, J.L. No.- 97, Suri

Birbhum-731101, by constructing a four storied Residential building consisting of 16 nos. of flats, 5 number of Open Car parking spaces and 2 number of open two wheeler parking spaces along with common areas, and other facilities/ amenities /infrastructure therein which is more fully described in the **SECOND SCHEDULE** hereunder written and for the aforesaid purpose the VENDOR had obtained a Building sanctioned plan dated 10.03.2008 from Suri Municipality, Suri, Birbhum and addition and alteration plan dated 16/03/2012 and Completion Plan dated 13.09.2013.

WHEREAS the VENDOR after having obtained the completion certificate thereof by executing 16 nos. of separate Registered Deed of Sale dated 12.10.2012 all registered at the office of Additional District Sub-Registrars, Suri, Birbhum had sold, grant, conveyed and transferred all the 16 nos. of flats and parking space in the aforesaid residential building together with the proportionate undivided interest or share of land and also the common areas, the facilities/ amenities provided therein as described in the SECOND SCHEDULE hereinunder written, to all 16 nos. of Allottees/ Purchasers respectively on certain conditions, which are, inter alia, that :-

- (i) The PURCHASER(S) will takeover the charge and costs of maintenance and management of common areas and facilities/amenities of the residential building/Complex described in the **SECOND SCHEDULE** hereunder written either by themselves or by forming an institutional body or association under the law of the land.

- (ii) The common areas/facilities/amenities/infrastructure provided for the PURCHASER(S) of Flats/Open Parking Space(s)/Two Wheeler Parking(s) in The Residential Building mentioned in the **SECOND SCHEDULE** hereto shall at all times be held either by the Association formed by the PURCHASER(S) along with other allottee (s)/purchaser(s) of The Residential Building and shall be used and enjoyed by them in common amongst themselves and neither the Association nor any PURCHASER(S) in the said Building shall at any time be entitled on any ground whatsoever to make partition of division thereof or to claim to exclusive right to any manner whatsoever to any portion of such common areas/facilities/amenities/ infrastructures for the purpose for which they are entitled to without hindering or encroaching upon the Lawful rights of the other PURCHASER(S).
- (iii) The VENDOR shall have the exclusive right to take up or complete such further construction for completion of the “Digangana Housing Complex” in phases in due course of time and after completion of such Housing Complex the proportionate interest and share of the SAID LAND as described in the **FIRST SCHEDULE** including the Land as described in the **SECOND SCHEDULE** and/or the common areas and facilities thereon shall be varied accordingly and shall be divided proportionately amongst all the PURCHASER(S) of “DIGANGANA Housing Complex” as a whole.

- (iv) As and when the construction of other buildings and the common areas facilities/amenities thereof will be completed the PURCHASER(S) shall have a right to use those common areas and facilities/amenities thereof, that is, pathways, playgrounds etc. along with all other PURCHASER(S) of such buildings and simultaneously other PURCHASER of other residential buildings, shall have also the right to use the common areas and facilities/amenities thereof, that is, the pathways, playgrounds etc. as mentioned in **ITEM NO.1 TO 8 OF CLAUSE - E OF THE SECOND SCHEDULE** and accordingly the PURCHASER(S) along with other PURCHASER(S) of other Residential building(s) will pay all the costs and expenses for maintenance and management of the common areas, facilities/amenities thereof and for that purpose the PURCHASER(S) may have to sign an agreement or document to that effect which will be prepared by the VENDOR.
- (v) For the purpose of further construction on the said land as described in the **FIRST SCHEDULE** by the Vendor, the layout plan can be varied and/or modified and for such variation and/or modification, the purchasers shall never and cannot raise any objection.

WHEREAS for the purpose of further construction on the **SAID LAND** as described in the **FIRST SCHEDULE** hereinunder written, the VENDOR intended to vary and modify the layout plan for “DIGANGANA Housing Complex ” as was shown in the previous building sanction plan

dated 10.03.2008 issued by the Suri Municipality and without disturbing and/or interfering the area whereupon the four storied residential building with common area, facilities, amenities, as described in the SECOND SCHEDULE hereinunder written exist, the VENDOR has submitted a modified Building Plan for “DIGANGANA Housing Complex” on the **SAID LAND** as described in the FIRST SCHEDULE hereinunder written which was duly sanctioned by the Suri Municipality, Suri, Birbhum having S.L. No. 105/SM dated 14.10.2015 for further construction of Residential Building and for the sake of convenience such further construction was known as ‘DIGANGANA Housing Complex Extension Phase I’.

WHEREAS in the modified Building Sanction Plan the VENDOR had proposed to utilize a further part of the land measuring an area more or less 1.282 acres, i.e. 5188.60 Sq. Meter (128.2 satak) out of 2.89 acres of land as described in the **FIRST SCHEDULE** leaving aside the portion of land and four storied residential building with common area thereupon as described in the **SECOND SCHEDULE** for further construction of 46 numbers of two/ three bed room of different types of Duplex Unit with open/ covered car parking space, garden and kitchen garden in the duplex unit upon the land as described in **CLAUSE A of THIRD SCHEDULE** and Common Areas, Facilities/ Amenities provided therein upon the land as described in **CLAUSE B AND C of THIRD SCHEDULE** herein under written

WHEREAS out of 46 numbers of Duplex Units in Digangana Housing Complex – Extension – Phase – I, by executing separate Registered Deed of Sale on different dates from 11.07.2019 all registered at the office of

Additional District Sub-Registrar, Suri, Birbhum, the **VENDOR** had sold, granted, conveyed and transferred the right, title and interest of about \_\_\_\_\_ numbers of such duplex units in favour of the respective **ALLOTTEES / PURCHASERS** together with the proportionate undivided interest or share of land as described in **CLAUSE A** of **THIRD SCHEDULE** hereunder written together with the right to use and enjoy the common areas, facilities / amenities provided and described in **CLAUSE B & C** of the **THIRD SCHEDULE** herein under written with certain terms and conditions, which are, inter alia, that :-

- (i) As will be notified the **VENDOR** will also execute a separate registered deed of conveyance by which the undivided proportionate share of land and title in the common areas, facilities/amenities as described in the **CLAUSE B & C** of **THIRD SCHEDULE** hereinunder written, provided alongwith the Duplex Unit, will be conveyed transferred, assigned and assured to the Association formed by Allottes/Purchaser who will takeover the charge and cost of maintenance and management of common areas and facilities/amenities provided in the 'DIGANGANA HOUSING COMPLEX EXTENSION PHASE I' described in the **THIRD SCHEDULE** hereunder written
- (ii) The **VENDOR** will have no liability or responsibility in the matter of maintenance and management of the Duplex Unit and any of the common areas and facilities/ amenities of the residential building after the execution of the Deed of Sale.



- (iii) The common areas/facilities/amenities/infrastructure provided for the ALLOTTEE(S)/PURCHASER(S) of Duplex Unit as described in the **THIRD SCHEDULE** hereto shall at all times be held by the Association formed by the ALLOTTEE(S)/PURCHASER(S) along with other allottee (s)/purchaser(s) of the “Digangana Housing Complex Phase I” and shall be used and enjoyed by them in common amongst themselves and neither the Association nor any ALLOTTEE(S)/PURCHASER(S) in the said Duplex Units and Flats shall at any time be entitled on any ground whatsoever to make partition or division thereof or to close down any common passage or to claim to exclusive right to any manner whatsoever to any portion of such common areas/facilities/amenities/infrastructures for the purpose for which they are entitled to without hindering or encroaching upon the Lawful rights of the other allottee(s)/purchaser(s).
- (iv) The VENDOR shall have the exclusive right to take up or complete such further construction for completion of the ‘DIGANGANA Housing Complex’ in phases in due course of time and after completion of such Residential/Housing Complex the proportionate interest and share of the LAND as described in the **SECOND SCHEDULE** (except item no. A, B serial No. 9 to 12 in item No. E thereof) and Clause B & C **THIRD SCHEDULE** shall be varied accordingly and shall be divided proportionately amongst the Association of all the ALLOTTEE(S)/PURCHASER(S) of “Digangana Housing Complex”.

- (v) As and when the construction of other Duplex Unit/ Flats in the buildings and the common areas facilities/amenities thereof will be completed the ALLOTTEE(S) /PURCHASER(S) shall have a right to use those common areas and facilities/amenities provided thereof, that is, pathways, playgrounds etc. along with all other ALLOTTEE(S)/PURCHASER(S) of such Duplex Unit/ building and simultaneously other ALLOTTEE(S)/PURCHASER(S) of other residential Duplex Units/ buildings, flats, shall have also the right to use the common areas and facilities/amenities thereof, that is, the pathways, playgrounds etc. as mentioned in the **SECOND SCHEDULE** (except item no. A, B, Serial No. 9 to 12 in item No. E thereof) and Clause B & C of **THIRD SCHEDULE** and accordingly the ALLOTTEE(S)/ PURCHASER(S) along with other ALLOTTEE(S)/PURCHASER(S) of other Duplex Unit/ building(s), flat, through their association will pay all the costs and expenses for maintenance and management of the common areas, facilities/amenities thereof and for that purpose the ALLOTTEE(S)/ PURCHASER(S) or their Association may have to sign an agreement or document to that effect which will be prepared by the VENDOR

WHEREAS out of 2.89 acres of total land as described in the FIRST SCHEDULE the Vendor has already utilized an area of more or less 1099 Sq. Meter, i.e. 11825 Sft. by constructing four storied residential buildings and also utilized an area of more or less 1.282 acres, i.e. 5188.60 Sq. Meter for constructing forty six numbers of duplex unit, known as “DIGANGANA HOUSING COMPLEX – EXTENSION – PHASE – I” as described in the **SECOND and THIRD SCHEDULE** and upon the remaining balance portion of land measuring an area more or less 5411

Sq. Meter of land, the **VENDOR** intends to construct other 53 numbers of Building/ Flats / duplex units upon a land measuring more or less 2772 Square meter out of 5411 square meter and Commercial Shopping Centre / Complex consists of 9 number of shops upon a land measuring more or less 589 square meter out 5411 square meter known as “DIGANGANA HOUSING COMPLEX – EXTENSION – PHASE – II” and other facilities and amenities, common areas as described in the **FOURTH SCHEDULE** herein in accordance with the Building Sanction Plan dated 14.10.2015 and amended Site Plan for addition and alteration approved on 25.03.2019 by Suri Municipality, Birbhum.

WHEREAS pursuant to an application made by the **ALLOTTEES / PURCHASERS** for the purchase of \_\_\_\_\_ flat / duplex units/Shop/s in Commercial Complex as described in the **FIFTH SCHEDULE** the **ALLOTTEE/PURCHASERS** had executed an “Agreement for Sale” for the same with the **VENDOR** which was duly registered before the \_\_\_\_\_ on \_\_\_\_\_ and on tendering initial booking amount of Rs. \_\_\_\_\_ the **VENDOR** has agreed to provisionally allot \_\_\_\_\_ Flat / Duplex Unit / Shops being No. .... to the **ALLOTTEE(S)/ PURCHASER(S)** and sell the same along with proportionate undivided interest or share of the Land morefully described in **FIFTH SCHEDULE** to the said ALLOTTEE(S)/PURCHASER(S) for a price settled at Rs. .... (Rupees .....) together with the right to use the common areas and facilities only by the Allottee/Purchaser of Flat / Duplex Unit as described in **CLAUSE B OF THE FOURTH SCHEDULE** herein under written and/or together with the right to use the common areas and facilities only by the Allottee/Purchaser of Shops in

Commercial Complex as described in the **CLAUSE D OF THE FOURTH SCHEDULE** herein under written, the ALLOTTEE(S)/PURCHASER(S) has/have paid the Sale Price of the \_\_\_\_\_ Flat / Duplex Unit / Shops in Commercial Complex as described in the **FIFTH SCHEDULE** and “The VENDOR has appropriated the said sum of Rs. .... (Rupees ..... ) only in full payment thereof on or before execution of these presents, which The **VENDOR** doth hereby admit and acknowledge.

1. The ALLOTTEES)/PURCHASER(S) has/have inspected, verified all the documents and have understood the terms and conditions thereof including the building plan of “DIGANGANA Housing Complex EXTENSION PHASE II ’ including the Duplex Unit/Building/Flat/Shops in Commercial Complex as well as to the DIGANGANA HOUSING COMPLEX and has/have satisfied himself/herself/themselves as to the construction thereof, the workmanship and the condition and description and quality of all fixtures and fittings installed and/or provided therein and also to the amenities and facilities appertaining to the Duplex Unit and to the nature, scope and extent of benefit or interest in the common areas/facilities/amenities/ infrastructures provided therein, more fully described in the **FOURTH AND FIFTH SCHEDULES** hereunder written and no complain thereof shall be entertained by the VENDOR after the execution of this presents.
2. It is agreed by and between the parties herein that in case of any structural defects or any other defect in workmanship, quality or provisions of service in the Duplex Units /Building/Flat/Shops in

Commercial Complex or any common areas / facilities / amenities as described in the **FOURTH AND FIFTH SCHEDULE** hereunder written is brought to the notice of the **VENDOR** within a period of five years by the ALLOTTEE(S)/PURCHASER(S) from the date of execution of this presence the **VENDOR** will rectify such defects without any charges provided no such repair or rectification work of any Duplex Unit or any facilities/ amenities and the common area provided therein would be undertaken by “The VENDOR caused due to any wrong use or misuse or due to any fault or lack of proper maintenance thereof or due to any addition, alteration, modification or beautification of any fitting and fixtures or any connection line of water, electricity or any other connections made by the Allottee/ Purchaser therein, after the execution of this presents whichever is earlier.

3. Upon expiry of the above said five years of defect liability period the ALLOTTEE(S)/PURCHASER(S) shall have no claim against the Vendor in respect of any defect as mentioned in the para – 2 herein before.
4. The ALLOTTEE(S)/PURCHASER(S) has/have agreed to bear and pay the proportionate costs, charges and expenses in respect of their respective Duplex Unit /Building/Flat/Shops in Commercial Complex and for the maintenance and management of the common areas and facilities/amenities provided therein as described in the **FOURTH AND FIFTH SCHEDULE**.

5. One common underground service line passes through kitchen Garden owner shall cooperate with the Association all time for service/ repair and maintenance of the underground service line.
6. Electrical Cables for service connections in different blocks at Digangana Housing Complex Extension Phase II will be laid on trench from the Distribution Line by West Bengal State Electricity Distribution Company Limited. The Allottee(s)/ Purchaser(s) has/ have also agreed to cooperate at the time of maintenance or inspection of such the cable, which will be required to be uprooted for the access of the cable and thereafter the sand and paver block used to fill the trenches will be refilled and re-fixed.
7. The Commercial Complex will have a separate entry and exit and no Allottee/Purchaser of Shop/s of the said Commercial Complex have any access or any right to use or enjoy the common areas/facilities/ amenities provided in the Digangana Housing Complex as described in **SECOND SCHEDULE, THIRD SCHEDULE AND CLAUSE A & B OF FOURTH SCHEDULE.**
8. The Allottee/Purchaser of the Shop/s in Commercial Complex are only entitled to use and enjoy the common areas and facilities/amenities provided in the Commercial Complex itself.

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

1. That in consideration of the ALLOTTEE(S)/PURCHASER(S) agreeing to observe and perform the terms and conditions and covenants herein mentioned and in consideration of the payments

made by the ALLOTTEE(S)/PURCHASER(S) to The VENDOR doth hereby sell, grant, convey, transfer assign and assure unto the ALLOTTEES)/PURCHASER(S), all that the estate rights, title, interest, claim and demand upon the said Duplex Unit/Building/Flat/Shops in Commercial Complex being no. .... together with proportionate undivided interest or share of land as morefully described and mentioned in the **FIFTH SCHEDULE** written hereunder and together with the right to use and enjoy the common areas, facilities/ amenities provided and described in the **FOURTH SCHEDULE** hereby granted, conveyed, transferred, assured and assigned by the VENDOR herein according to nature, scope and extent written herein and TO HAVE AND TO HOLD the said Duplex Unit /Building/Flat/Shops in Commercial Complex with Open Parking Space(s) garden and kitchen garden hereby granted, conveyed, transferred unto the ALLOTTEES/PURCHASER(S) absolutely and forever free from all encumbrances subject to the observance, fulfilment and performance of all the terms and conditions for management, administration and maintenance of the common Areas provided and described in the **FOURTH SCHEDULE** written hereunder.

2. That alongwith these presents or as will be notified the VENDOR will execute a separate registered deed of conveyance by which the undivided proportionate share of land and title in the common areas, facilities/amenities as described in the **FOURTH SCHEDULE** herein under written will be conveyed transferred, assigned and assured to the Association formed by Allottes/Purchaser(s).

**The ALLOTTEE(S)/PURCHASER(S) shall jointly and severally doth hereby covenant and/or agree/agrees with the VENDORS and give his/her/ their consent as follows:**

1. The Allottees / Purchaser will have to form an Association under the West Bengal Apartment Ownership Act, 1972 as amended from time to time and in formation of such association, if requires VENDOR will provide all necessary help or assistance to the Allottee / Purchaser for the same.
2. The Association formed by the ALLOTTEE(S)/PURCHASER(S) will takeover the charge and all costs of maintenance and management of all their respective allotted common areas and facilities/amenities provided in the 'DIGANGANA HOUSING COMPLEX EXTENSION PHASE II' as described in the **FOURTH SCHEDULE** hereunder written.
3. The VENDOR will maintain all the common areas / facilities / amenities provided therein for a maximum period of one year from the date of handing over the possession of the flats / units /Building/Flat/Shops in Commercial Complex or from the date of execution of the Deed of Conveyance and within such period the Allottee/ Purchasers will have to form the Association under the West Bengal Apartment Ownership Act, 1972, as amended upto date, formed by the Allottees/Purchasers will have to take over the charge of maintenance and management of common areas and facilities / amenities provided in the 'DIGANGANA HOUSING



COMPLEX EXTENSION PHASE II' as allotted and described in the **FOURTH SCHEDULE** hereunder written.

4. After the expiry of one year period, under no circumstances the Vendor will be liable or responsible to maintain or manage the common areas and facilities / amenities provided in the 'DIGANGANA HOUSING COMPLEX EXTENSION PHASE II' described in the **FOURTH SCHEDULE** hereunder written.
5. After formation of the Association, the Vendor will hand over the balance fund if any as maintenance charges already collected from the Allottees/Purchasers and will also hand over all the required papers, documents, layout plans etc. for 'DIGANGANA HOUSING COMPLEX EXTENSION PHASE II'.
6. In the event the Allottees / Purchaser desire to transfer their flats/units /Building/Flat/Shops in Commercial Complex before the formation of the Association, the Allottee/Purchaser shall inform the Vendor and will have to take a No Objection Letter from the Vendor and the new owner will have to sign all the documents and deeds and will have to be a member of the Association.
7. The Allottees / Purchaser will use their flats/units for residential purpose only and the Allottees/Purchaser of shop in Commercial Complex will use their shops for commercial purpose only.

8. The ALLOTTEE(S)/PURCHASER(S) shall properly maintain and manage their Duplex Unit/s /Building/Flat/Shops in Commercial Complex as described in the **FIFTH SCHEDULE** hereunder written and pay all municipal taxes, charges, levies and impositions payable against the said Duplex Unit /Building/Flat/Shops in Commercial Complex as and when the same become due and payable and shall in addition thereto also pay all other liabilities, charges for any other purpose payable by the ALLOTTEE(S)/PURCHASERS) to any other Authorities/Agencies if the same is payable.
  
9. The common areas/facilities/amenities/infrastructure provided for the ALLOTTEE(S)/PURCHASER(S) of Duplex Unit/Building/Flat mentioned in **CLAUSE B OF FOURTH SCHEDULE** hereto shall at all times be held by the Association formed by the ALLOTTEE(S)/PURCHASER(S) along with other allottee (s)/purchaser(s) of the other Residential Building / Duplex Units of Digangana Housing Complex and shall be used and enjoyed by them in common amongst themselves and neither the Association nor any ALLOTTEE(S)/PURCHAER(S) in the said Duplex Units and Flats /Building shall at any time be entitled on any ground whatsoever to make partition or division thereof or to claim to exclusive right to any manner whatsoever to any portion of such common areas/facilities/amenities/ infrastructures for the purpose for which they are entitled to without hindering or encroaching upon the Lawful rights of the other allottee(s)/purchaser(s).

10. The ALLOTTEE(S)/PURCHASER(S) shall not close or permit the closing of common passages/areas or part of it and also shall not block or place articles and/or goods even temporarily or even for as short time in such common passages/places of common use and also shall not throw or cause to be thrown dirt, rubbish of any kind whatsoever in the common passage, landing, open space, if any, and places of common use.
11. The ALLOTTEE(S)/PURCHASER(S) shall not allow Duplex Units and Open Parking Space(s) garden or kitchen garden to be so used as to cause annoyance or inconvenience to the other allottee(s)/purchaser(s) and shall not allow it to be used for any unhygienic, unlawful or immoral purposes or subversive to the Govt. established by law in India
12. In the allotted car parking space the ALLOTTEE(S) /PURCHASER(S) will have a right to park only one vehicle and in case of transfer of Duplex Unit, the open Parking Space, Garden and Kitchen Garden shall be automatically transferred along with the Duplex Unit and the open Parking Space, Garden and Kitchen Garden are not separately transferable and the Flat / Duplex Unit as mentioned in the **FIFTH SCHEDULE** should be treated as one and single unit and the open parking space shall be used only for parking one vehicle and the garden and kitchen garden shall be used for gardening only and the same cannot be used for any other purpose other than what has been stated herein.

13. The VENDOR shall have the exclusive right to take up or complete such further construction for completion of the 'DIGANGANA Housing Complex' in due course of time and after completion thereof the proportionate interest and share of the LAND as described in the **SECOND SCHEDULE** (except item no. **A, B serial No. 9 to 12 in item No. E thereof**) and **Clause B & C** of **THIRD SCHEDULE & Clause B** of **FOURTH SCHEDULE** shall be varied accordingly and shall be divided proportionately amongst the Association of all the ALLOTTEE(S)/PURCHASER(S) of "Digangana Housing Complex".
14. The VENDOR will have the exclusive right to decide in which portion, which building should be constructed first and all the residential buildings or Duplex Unit may not be constructed simultaneously.
15. As and when the construction of other Duplex Unit/ Flats in the buildings and the common areas facilities/amenities thereof will be completed the ALLOTTEE(S) /PURCHASER(S) shall have a right to use those general common areas and facilities/amenities provided thereof, that is, pathways, playgrounds etc. along with all other ALLOTTEE(S)/PURCHASER(S) of such Duplex Unit/ building and simultaneously other ALLOTTEE(S)/PURCHASER(S) of other residential Duplex Units/ buildings, flats, shall have also the right to use the general common areas and facilities/amenities thereof, that is, the pathways, playgrounds etc. as mentioned in the **SECOND SCHEDULE** (except item no. **A, B serial No. 9 to 12 in item No. E thereof**) and **Clause B & C**

of **THIRD SCHEDULE & Clause B of FOURTH SCHEDULE** and accordingly the ALLOTTEE(S)/ PURCHASER(S) along with other ALLOTTEE(S)/PURCHASER(S) of other Duplex Unit/ building(s), flat, through their association will pay all the costs and expenses for maintenance and management of the common areas, facilities/amenities thereof and for that purpose the ALLOTTEE(S)/ PURCHASER(S) or their Association may have to sign an agreement or document to that effect which will be prepared by the VENDOR.

16. The Allottee/Purchaser of the shops in Commercial Complex or their Association at their own costs and expenses will maintain and manage the said Commercial Complex including all the common areas/facilities/amenities provided therein and it is also agreed by them that for supply of electricity, water and sewerage disposal system in the Commercial Complex they may have to sign an agreement/document to that effect which will be prepared by the Vendor for the purpose of incurring costs and expenses for maintenance and management thereof by the other Allottees/Purchasers of duplex units/flats/building of DIGANGANA HOUSING COMPLEX
17. The Allottee/Purchaser has agreed that the use of unutilized FAR (current or future) in respect to the Digangana Housing Complex as a whole shall remain with the Vendor until completion of the Project.

18. For any reason if a portion of the Residential/Housing Complex is discontinued or truncated then the ALLOTTEE(S)/PURCHASER(S) will have no right to claim any compensation or any damage from the VENDOR.
19. The Allottee(s)/ Purchaser(s) has/ have also agreed that no alteration of existing structure, design, layout of the Complex or any Duplex Unit or construction of any sort of structure on the roof or in the open area of the Duplex Unit or open car parking space, garden and kitchen garden or building / shops in Commercial Complex shall be undertaken by him / her / them at any point of time even after execution of this Deed of Conveyance.
20. This Deed of Conveyance will override the provisions of the earlier "AGREEMENT FOR SALE" executed by and between the Vendor and the Allottees/Purchasers.

**FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of homestead land measuring more or less (i)0.19 acres ,(ii)0.60 acres, (iii)0.20 acres, (iv) 0.19 acres (v) 0.12acres, (vi) 1.29 acres, (vii) 0.22 acres (viii) 0.08 acres ( total 2.89 acres) situated at Mouza Abdarpur, JL No.- 97, Police Station -Chowki, Suri, Birbhum comprising of Dag Nos. 500, 501, 506, 507, 508, 510, 511 & 509 khatian No 1521 under Suri Municipality Holding No 688/579.

Butted and bounded by -

|              |   |                             |
|--------------|---|-----------------------------|
| ON THE NORTH | - | Land of Indian Railways     |
| ON THE SOUTH | - | Plot No.494,495,496,497,498 |
| ON THE EAST  | - | Kandar                      |
| ON THE WEST  | - | Suri- Dubrajpur Road        |

**SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of homestead land measuring 16 kottahs, 6 chittakss, 35 square feet, that is, 1099 sq.meter (11825 sq.ft) more or less out of total land measuring 2.89 acres morefully described in the First Schedule herein above which is located in the Western side of the said land measuring 2.89 acres.

- A. Four storied Residential Building consists of 16 Nos. of flats.
- B. Each flat consists of Living/Dining-1, Bed room-2, Toilet-2, Kitchen-1, Verandah-1.
- C. Five (5) Nos. Open Car Parking Spaces.
- D. Two (2) Nos. Two Wheeler Parking Spaces.
- E. Common Areas, facilities/amenities:-
  - 1. Boundary wall
  - 2. Entrance
  - 3. Open spaces
  - 4. Electric transformer with lines
  - 5. Light in common area
  - 6. Roads and pathway
  - 7. Childern Park
  - 8. Water supply system
  - 9. Overhead Reservoir
  - 10. Roof of the building
  - 11. Stair Case
  - 12. Lift and lift lobby
  - 13. Septic tank and soak pit
  - 14. Bore well with submersible pump



**THIRD SCHEDULE ABOVE REFERRED TO**

Out of the total land measuring more or less 2.89 acres as described in the FIRST SCHEDULE (excluding the area of land already utilised for constructing four storied residential building as described in the SECOND SCHEDULE), **ALL THAT** piece and parcel of the Homestead land measuring more or less 1.282 acres i.e. 5188.60 Sq. Meters (128.2 satak) OF DIGANGANA HOUSING COMPLEX EXTENSION PHASE I being classified as follows :

- A.** Out of the land measuring more or less 1.282 Acres, 0.852 Acres (3447.21 sq.m) of land has been utilised for constructing the 46 nos of Duplex Units with open/covered parking, Garden and Kitchen Garden included in the Duplex unit itself.
- B.** Out of the land measuring more or less 1.282 Acres, 0.43 acres of land has been utilised for common areas/facilities/amenities.

**C.** Common areas, Facilities/ amenities :-

1. Boundary Wall
2. Entrance
3. Roads
4. Electric Lines
5. Electric Common Meter Box, Junction Box, Kiosk etc.
6. Light in common area
7. Children's Park
8. Underground Water Tank
9. Water Supply System
10. Sanitary and storm water system lines
11. Security Kiosk
12. Open Space

**FOURTH SCHEDULE ABOVE REFERRED TO**

Out of the total land measuring more or less 2.89 acres as described in the FIRST SCHEDULE (excluding the area of land already utilized for constructing 4 storied residential building as described in the SECOND SCHEDULE and 46 numbers of Duplex Units as described in the THIRD SCHEDULE ), ALL THAT piece and parcel of land measuring more or less 5411 square meter has been utilized for **DIGANGANA HOUSING COMPLEX EXTENSION PHASE II** being classified as follows:

- A. More or less 2772 square meter of land has been utilized for constructing 53 numbers of building/flat/duplex unit with open/covered car parking space, garden and kitchen garden and
- B. More or less 2050 square meter of land has been utilized and/or provided for common areas/facilities/amenities thereof.

Common areas, facilities/amenities

- 1. Boundary Wall
- 2. Entrance
- 3. Roads and pathway
- 4. Club community
- 5. Electric transformer, Electric Common Meter Box, Junction Box, Kiosk etc.
- 6. Light in common area
- 7. Bore well with submersible pump  
Underground water tank
- 8. Water Supply System

9. Sanitary and storm water system lines
10. Sewerage Treatment Plant
11. Gate & Security Kiosk
12. Open Space
13. Electric Supply system lines

C. More or less 589 square meter of land has been utilized for construction of Commercial Complex consists of 9 numbers of shops.

D. The common areas, facilities/amenities provided in the Commercial Complex

1. Toilet
2. Staircase
3. Boundary Wall with Gate
4. Overhead Water Tank
5. Corridor / Lobby

**FIFTH SCHEDULE ABOVE REFERRED TO**

ALL THAT Duplex **Unit no./ Flat No.** ..... being type **A/C/E/F/Shop** having Built - up area of about ..... sq.ft. along with Tiles flooring with Lift/without lift and **open to sky/ covered Car Parking / two wheeler Parking** Space, Garden & Kitchen Garden having an area measuring ..... square feet in the layout plan with individual boundary wall and gate, common stair and roof, lobby etc. to be given.

| <b>Building/ Unit Type</b> | <b>No. of Unit</b> | <b>Carpet Area (in Sft)</b> | <b>Total Carpet Area (in Sft)</b> | <b>Built Up Area (in Sft)</b> | <b>Total Built Up Area (in Sft)</b> |
|----------------------------|--------------------|-----------------------------|-----------------------------------|-------------------------------|-------------------------------------|
| A                          | 20                 | 759                         | 15180                             | 927                           | 18540                               |
| C                          | 16                 | 517                         | 8272                              | 665                           | 10640                               |
| E                          | 2                  | 1010                        | 2020                              | 1382                          | 2764                                |
| F                          | 6                  | 1150                        | 6900                              | 1570                          | 9420                                |

| <b>Type A</b>           | <b>Type E &amp; F</b>   | <b>Type C</b>                             |
|-------------------------|-------------------------|---|
| Open to sky Car Parking | Covered Car Parking     | Covered Car Parking & Two Wheeler Parking |
| Garden & kitchen Garden | Garden & open space     | Common Lift & lobby                       |
| Individual stair & roof | Individual stair & roof | Common stair & roof                       |

| Individual boundary & Gate                    |   | Individual boundary & Gate                    |     | Common Gate                               |     |
|---|---|---|-----|---|-----|
| Water supply system lines with individual OHR |   | Water supply system lines with individual OHR |     | Water supply system lines with common OHR |     |
| Electric Supply system lines                  |   | Electric Supply system lines                  |     | Electric Supply system lines              |     |
| Sanitary & storm water supply lines           |   | Sanitary & storm water supply lines           |     | Sanitary & storm water supply lines       |     |
| Commercial Shop 1                             | 1 | 160   | 160 | 202                                       | 202 |
| Commercial Shop 2                             | 1 | 160   | 160 | 202                                       | 202 |
| Commercial Shop 3                             | 1 | 160   | 160 | 203                                       | 203 |
| Commercial Shop 4                             | 1 | 160   | 160 | 203                                       | 203 |
| Commercial Shop 5                             | 1 | 160   | 160 | 202                                       | 202 |
| Commercial Shop 6                             | 1 | 160   | 160 | 211                                       | 211 |
| Commercial Shop 7                             | 1 | 102   | 102 | 133                                       | 133 |
| Commercial Shop 8                             | 1 | 102   | 102 | 133                                       | 133 |
| Commercial Shop 9                             | 1 | 102   | 102 | 136                                       | 136 |

**NOTE : Delete which are not applicable at the time of final Deed**

**IN WITNESSES WHEREOF** the parties have hereunto set and subscribed their respective signatures and seals on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

in the presence of:

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Signature of the OWNER

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Signature of the PURCHASERS

WITNESSES:

1.

2.