

**DEED OF CONVEYANCE**

District : PaschimBardhaman  
Mouza : Fuljhore  
Area of Flat : Sq. Ft. [Carpet]  
135 Sq. Ft. [Parking]  
Flat No :  
Sale Value :  
Market Value :

Manali Construction  
*Shyamal Das*  
Proprietor

THIS SALE DEED IS MADE ON THIS THE \_\_\_ DAY OF \_\_\_, 2021

BETWEEN

- (1) **Smt. CHANDA DHAR [PAN - BAXPD5543H]** wife of Late Phani Bhusan Dhar, by Nationality Indian, by faith : Hindu, by occupation : House Wife, residing at MR-9, Saratpally, Durgapur, PS : New Township, Dist : Paschim Bardhaman, West Bengal, Pin - 713206
- (2) **Smt. JHUMA BISWAS [PAN - AKXPB3825H]** wife of Swapan Kumar Biswas, by Nationality Indian, by faith : Hindu, by occupation : House Wife, residing at MR-24, Saratpally, Durgapur, PS : New Township, Dist : Paschim Bardhaman, West Bengal, Pin - 713206
- (3) **Smt. RUMA HAZRA [PAN - ANVPH3298R]** wife of Ashish Hazra, by Nationality Indian, by faith : Hindu, by occupation : House Wife, residing at Path No. 4B, Rishi Arabinda Pally, Durgapur, PS : Coke Oven, Dist : Paschim Bardhaman, West Bengal, Pin - 713201
- (4) **Smt. SHEULI SAHA [PAN - AMAPD7650b]** wife of Samir Saha, daughter of Late Phani Bhusan Dhar, by Nationality Indian, by faith : Hindu, by occupation : House Wife, residing at 6/34, Newton Avenue, B-Zone, Durgapur, PS : Durgapur, Dist : Paschim Bardhaman, West Bengal, Pin - 713205
- (5) **Smt. BELI MITRA [PAN - BPMP5333N]** wife of Manish Mitra, daughter of Late Phani Bhusan Dhar, by Nationality Indian, by faith : Hindu, by occupation : House Wife, residing at Bajrang Nagar Main Road, Bajrang Nagar, PS & District : Jabalpur, Madhya Pradesh
- (6) **Smt. BAKUL KUNDU [PAN - BJMPK3708D]** wife of Late Ananda Gopal Kundu, by Nationality Indian, by faith : Hindu, by occupation : House Wife, residing at MR-10, Saratpally, Durgapur, PS : New Township, Dist : Paschim Bardhaman, West Bengal, Pin - 713206
- (7) **Miss KALPANA KUNDU [PAN - EGJPK7737P]** wife of Late Ananda Gopal Kundu, by Nationality Indian, by faith : Hindu, by occupation : Household work, residing at MR-10, Saratpally, Durgapur, PS : New Township, Dist : Paschim Bardhaman, West Bengal, Pin - 713206
- (8) **Smt. SIKHA NANDY [PAN - ALYPN2187L]** wife of Late Dibyendu Nandy, daughter of Late Ananda Gopal Kundu, by Nationality Indian, by faith :

Hindu, by occupation : House Wife, residing at Madhyamohan Bati, Raiganj,  
PS : Raiganj, Dist : Uttar Dinajpur, West Bengal, Pin – 733134

- (9) **Sri ASISH KUNDU [PAN – AFPPK2264]** son of Late Ananda Gopal Kundu, by Nationality Indian, by faith : Hindu, by occupation : Service, residing at MR-10, Saratpally, Durgapur, PS : New Township, Dist : Paschim Bardhaman, West Bengal, Pin – 713206
- (10) **Sri AJOY KUNDU [PAN – BQKPK1670F]** son of Late Ananda Gopal Kundu, by Nationality Indian, by faith : Hindu, by occupation : Service, residing at MR-10, Saratpally, Durgapur, PS : New Township, Dist : Paschim Bardhaman, West Bengal, Pin – 713206
- (11) **Sri ASIT KUNDU [PAN – AFPPK2264]** son of Late Ananda Gopal Kundu, by Nationality Indian, by faith : Hindu, by occupation : Service, residing at MR-10, Saratpally, Durgapur, PS : New Township, Dist : Paschim Bardhaman, West Bengal, Pin – 713206; represent by their lawfully constituted attorney Proprietor of **MANALI CONSTRUCTION [Pan : ANGPD2521C]**, a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal, represented by its Proprietor **Sri SHYAMAL DUTTA [PAN – ANGPD2521C]** s/o Late Santi Ranjan Dutta, by Occupation – Business, by Nationality – Indian, by Faith – Hindu, resident of 11/35 SEPCO Township, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal, Sub-Division & A.D.S.R. Office Durgapur, District Paschim Bardhaman, and the same has been duly registered before the **A.D.S.R. Durgapur Vide Development Agreement Deed No. I-020601231 for the year 2019, Page No. 28241 to 28282, Volume No. 0206-2019 and A.D.S.R. Durgapur Vide Development Agreement Deed No. I-020600406 for the year 2020, Page No. 15225 to 15267, Volume No. 0206-2020** herein after referred to as **"THE OWNER"** (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

**AND**

**MANALI CONSTRUCTION [Pan : ANGPD2521C]**, a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal (which terms or expression shall unless excluded by or repugnant to the context be deemed to

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mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**

**AND**

(1) \_\_\_\_\_ [PAN - \_\_\_\_\_] S/O, D/O, W/O \_\_\_\_\_, by faith-\_\_\_\_\_, by nationality \_\_\_\_\_, by Profession \_\_\_\_\_ (2) \_\_\_\_\_ [PAN - \_\_\_\_\_] S/O, D/O, W/O \_\_\_\_\_, by faith-\_\_\_\_\_, by nationality \_\_\_\_\_, by Profession \_\_\_\_\_, both are resident of \_\_\_\_\_, Post Office: \_\_\_\_\_, City:- \_\_\_\_\_, P.S.- \_\_\_\_\_, District:- \_\_\_\_\_, West Bengal, India, PIN \_\_\_\_\_, herein after referred to as "**THE PURCHASER**" (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART**.

**WHEREAS** the LAND OWNERS or the FIRST PARTY OF THE FIRST PART are absolutely seized and possessed and sufficiently entitled to all those pieces of parcels of Baid land or premises or the property admeasuring about more or less 4 katha 12 chattak and 68 square feet or 9 decimal, being situated at District - Paschim Bardhaman, Additional District Sub-Registry Office - Durgapur, Ward No. 24, Holding No. 146, PS : New Township, Mouza - Fuljhore, JL No. 107, R.S. Plot No. 351 & L.R. Plot No. 5220, 5221 & 5223, L.R. Khatian No. 902; hereinafter called the "**SCHEDULE PROPERTY**", which was duly purchased by Phani Bhusan Dhar, son of Late Sashi Bhusan Dhar, resided at MR-9, Sarat Pally, Durgapur - 713206, Sub Division - Durgapur, PS : New Township, District : Paschim Bardhaman, from Smt. Radha Rani Dutta wife of Sri Anil Dutta of quarter No. B2-164/2, V.K. Nagar, Durgapur - 713210, PS : New Township, District : Paschim Bardhaman vide Registered Sale Deed No. I-3895 dated 28/09/1977 at Sub-Registry Office Durgapur.

**AND WHEREAS** Late Phani Bhusan Dhar, son of Late Sashi Bhusan Dhar, resided at MR-9, Sarat Pally, PO : Durgapur - 713206, Sub-Division : Durgapur, PS : New Township, District : Paschim Bardhaman, died intestate on 06/08/2009 at his house vide death certificate No. 1687/2009 dated 09/10/2009 and he left behind his wife SMT. CHANDA DHAR wife of Late Phani Bhusan Dhar, Daughter of Late Suresh Chandra Bardhan & four daughter namely (1) Smt. JHUMA BISWAS, wife of Swapan Kumar Biswas, daughter of Late Phani Bhusan Dhar (2) Smt. RUMA HAZRA, wife of Ashis Hazra, Daughter of Late Phani Bhusan Dhar (3) Smt. SHEULI SAHA, wife of Samir Saha, Daughter of Late Phani Bhusan Dhar and (4) Smt. BELI MITRA, wife of Manish Mitra, Daughter of Late Phani Bhusan Dhar.

**AND WHEREAS**, following legal heirs or successors of deceased Phani Bhusan Dhar was hold and possessed as well as owner of land area more particularly described in the Schedule hereunder written :

Land owner serial number 1) Smt. Chanda Dhar has 1.80 decimals land;

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Land owner serial number 2) Smt. Jhuma Biswas has 1.80 decimals land;  
Land owner serial number 3) Smt. Ruma Hazra has 1.80 decimals land;  
Land owner serial number 4) Smt. Sheuli Saha has 1.80 decimals land;  
Land owner serial number 5) Smt. Beli Mitra has 1.80 decimals land

**AND WHEREAS**, the facts described above mean and conclude that Owners hereto are the recorded Owners and rightful legal owners and in possession of the aforesaid Baid land measuring more or less 4 katha 12 chattak and 68 square feet or 9 decimals more particularly described in the below mentioned Schedule Property.

**WHEREAS** the LAND OWNERS or VENDORS or the FIRST PARTY OF THE FIRST PART are absolutely seized and possessed and sufficiently entitled to all those piece or parcels of Baid & Road land or premises or the property admeasuring about more or less 4 Katha 15 ½ chattak and or 8 ¼ decimal, being situated at District - Pashim Bardhaman, Additional District Sub-Registry Office & Sub Division - Durgapur, Ward No. 24, Holding No. 146, PS : New Township, Mouza : Fuljhore, JL No. 107, R.S. Plot No. 356 & 351 and L.R. Plot No. 5219, 5220 & 5221, L.R. Khatian No. 185, hereinafter called the "**SCHEDULE PROPERTY**"

**AND WHEREAS**, the "Schedule Property" which was duly purchased by the deceased ANANDA GOPAL KUNDU, Son of Late Bhdu Nath Kundu, the husband/father of Land Owners or Vendors of the First Party from Heraba Lal Banerjee son of late Kedar Nath Banerjee resided at B2-402/1, V.K. Nagar, Durgapur - 713210, P.S. : New Township, District : Paschim Bardhaman vide Registered Sale Deed No. 1-2360 dated 22/04/1985 at Assistant Sub-Registrar Office at Durgapur.

**AND WHEREAS**, the facts described above mean and conclude that the said land as well as the "Schedule Property" has been recorded in the name of deceased Ananda Gopal Kundu, son of Late Bhdu Nath Kundu, the husband/father of Land Owners or vendors or the First Party and as an inherited property the Land Owners or Vendors or the First Party are the rightful legal owners and in possession of the aforesaid Baid land admeasuring more or less 4 Katha 15 ½ Chhatak and or 8 ¼ decimal, more particularly described in the below mentioned Schedule Property.

**AND WHEREAS**, Ananda Gopal Kundu, son of Late Bhudu Nath Kundu, resided MR - 10, Saratpally, Durgapur - 713206, Sub-Division : Durgapur, PS : New Township, District : Paschim Bardhaman, died intestate on 2019 and he left behind his wife 1) Smt. Bakul Kundu, two daughters namely (2) Miss Kalpana

Kundu, (3) Smt Sikha Nandy and three sons namely (4) Sri Asish Kundu, (5) Asit Kundu and (6) Ajoy Kundu as his legal heirs or successors.

**AND WHEREAS**, following legal heirs or successors of deceased Ananda Gopal Kundu, Son of Late Bhdu Nath Kundu, has sold and possessed as well as owner of land area more particularly described in the Schedule hereunder written :

- Land owner serial number 1) Smt. Bakul Kundu has 1.33 decimals land;
- Land owner serial number 2) Miss Kalpana Kundu has 1.33 decimals land;
- Land owner serial number 3) Smt. Sikha Nandy has 1.33 decimals land;
- Land owner serial number 4) Sri Asish Kundu has 1.33 decimals land;
- Land owner serial number 5) Sri Asit Kundu has 1.33 decimals land;
- Land owner serial number 6) Sri Ajoy Kundu has 1.33 decimals land;

**AND WHEREAS**, the Land Owners has been searched a Developer to develop the land described in the Schedule of this Development Agreement into a Multi-storied Building Complex without any basement for Residential Purpose (which property shall hereinafter for brevity's sake be referred to as the "**Schedule Property**")

**ANDWHEREAS** the land owners desires to develop the "A" Schedule Property" by constructing a multistoried building or as per sanction of Corporation up to maximum limit of floor as per sanction plan of the Durgapur Municipal Corporation and/or any other concerned Authority/Authorities but due to paucity of fund and lack of sufficient times the Land owners could not be able to take any steps for the said development and as such the Land owners are searching a Developers for the said development works.

**ANDWHEREAS** the land owners herein approached to the Developer herein to develop the "Said Property" by construction of a multi-storied building at Developer's costs and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, authority/authorities from time to time on taking full and final consideration as fully stated in the SECOND SCHEDULE written herein below in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits by selling the allocation of the Developer as fully described in the THIRD SCHEDULE hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion.

OWNER") is the absolute and lawful owner of piece and parcels of Bastu Land, The Plot of land measuring about total Area of 694.51 SQM under Mouza : Fuljhore, JL No. 117, RS Plot No. 351(P)/356, LR Plot No. 5220, 5221, 5223/5219, Khatian No. 902/185, PS : New Township, under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal , under (more fully and particularly mentioned and described in the First Schedule hereunder written), which is developed by **MANALI CONSTRUCTION** both hereby agreed unto the proposal of the party of the Other Part upon receiving the consideration as claimed by the Party of the First Part in this regard and thereafter for acceding to the prayer made by the party of the Other Part in their representations as stated hereinbefore, sanction in terms of Plan bearing **Plan No. CB/234/19 Date : 26/11/2020** has been issued by the DURGAPUR MUNICIPAL CORPORATION.A.D.S.R. Office- Durgapur & Sub-Division- Durgapur the property more fully mentioned and described in the First schedule is purchased by the land owners of A.D.S.R.O., Durgapur and our name duly recorded in the L.R. record of rights.

**AND WHEREAS** We intend to get the same land for developed to a multi storied building for that purpose. We got sanctioned plan from the Sanctioning Authority for the construction of the multi-storied building at the Said Property and we entered into a Development Agreement with **MANALI CONSTRUCTION [Pan : ANGPD2521C]**, a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal, India.

**AND WHEREAS** the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of G+5+1 residential building on the said land and to make agreement to self and/or to sell to intending buyers only for the Developer's allocation of the new building as may be deemed first and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below :-

**AND WHEREAS** the Land Owners and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on. Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY THE PARTIES AS FOLLOWS :-

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*Shyamendu*  
Proprietor

BUILDING shall mean maximum limit of floors consisting of as many as flats shops, garages etc to be constructed according to the plan including any modification and /or addition sanctioned by the DURGAPUR MUNICIPAL CORPORATION duly approved by the form time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule written hereunder, and the said building hereinafter referred to as the SAID "BUILDING]

WHEREAS the First party & Second Party entered into a Development Agreement on A.D.S.R. Durgapur Vide Development Agreement Deed No. I-020601231 for the year 2019, Page No. 28241 to 28282, Volume No. 0206-2019 and A.D.S.R. Durgapur Vide Development Agreement Deed No. I-020600406 for the year 2020, Page No. 15225 to 15267, Volume No. 0206-2020 and Power of Attorney on A.D.S.R. Durgapur Vide Development Power of Attorney Deed No. I-020601533 for the year 2019, Page No. 35024 to 35050, Volume No. 0206-2019 and A.D.S.R. Durgapur Vide Development Power of Attorney Deed No. 230602604 for the year 2021, Page No. 79743 to 79769, Volume No. 2306-2021 and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

AND WHEREAS the plan has been sanctioned and approved by DURGAPUR MUNICIPAL CORPORATION for the construction of G+6 (Six) storied building as per Memo No. DMC/BP/CB/234/19 Date: 26/11/2020

AND WHERE AS the purchaser being interested to purchase a flat in the "HARA KUSUM APARTMENT NATARAJ" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of Rs. (Rupees ) only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT Flat bearing No-\_\_\_\_ , on the ( ) Floor having Carpet Area of ( ) Square Feet with / without a medium size Car Parking space at "HARA KUSUM APARTMENT NATARAJ" at Saratpally, Fuljhore, Durgapur - 713206 particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First



Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof TO HAVE AND TO HOLD the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale they said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed.

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., DURGAPUR FARIDPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

#### **FIRST SCHEDULE**

##### **{Said Land}**

All that piece and parcel of Bastu Land measuring **694.51 SQM** under Mouza : Fuljhore, JL No. 117, RS Plot No. 351(P)/356, LR Plot No. 5220, 5221, 5223/5219, Khatian No. 902/185, PS : New Township, under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, India

##### **BUTTED AND BOUNDED BY:**

**ON THE NORTH** : Plot No. 351 (P)  
**ON THE SOUTH** : Plot No. 351 (P)  
**ON THE EAST** : Plot No. 356 (P)  
**ON THE WEST** : 100 feet Wide Sarat Pally road

## SECOND SCHEDULE

### PART-I

#### (Said Flat)

All that the unit being **Apartment No. \_\_\_\_\_** on \_\_\_\_\_ Floor, measuring (\_\_\_\_) **Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in "**HARA KUSUM APARTMENT NATARAJ**" at **Saratpally, Fuljhore, Durgapur - 713206** at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the schedule - Three hereunder).

### PART-II

#### (Parking Space)

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

## THIRD SCHEDULE

### PART-I

#### (Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206.
2. Corridors of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206 (Save inside any unit).
3. Drains & Swears of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206 (Save inside any unit).
4. Exterior walls of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206.
5. Electrical wiring and Fittings of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206 (Save inside any unit).
6. Overhead Water Tanks of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206.
7. Water Pipes of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206.
8. Lift Well, Stair head Room, Lift Machineries of "**HARA KUSUM APARTMENT NATARAJ**" at Saratpally, Fuljhore, Durgapur - 713206.

9. Pump and Motor of "HARA KUSUM APARTMENT NATARAJ" at Saratpally, Fuljhore, Durgapur - 713206.

## PART-II

### (Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "HARA KUSUM APARTMENT NATARAJ" at Saratpally, Fuljhore, Durgapur - 713206.
2. Drains & Sewages of "HARA KUSUM APARTMENT NATARAJ" at Saratpally, Fuljhore, Durgapur - 713206. (Save inside the Block).

## FOURTH SCHEDULE

### 'RIGHTS OF THE PURCHASER'

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely "HARA KUSUM APARTMENT NATARAJ" at Saratpally, Fuljhore, Durgapur - 713206.

## FIFTH SCHEDULE

### 'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:

Deed of Conveyance [HARA KUSUM APARTMENT NATARAJ]

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*Shyamant Pruthi*

Proprietor

- a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
- b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
- c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
- d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
- e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
- f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
- g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
- i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
- j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
- k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

- l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
- m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or

upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

### MEMO OF CONSIDERATION

Received on or before executing this agreement Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

MANALI CONSTRUCTION  
PROPRIETOR SHYAMAL DUTTA  
as a constituted Attorney of CHANDA  
DHAR, JHUMA BISWAS, RUMA HAZRA,  
SHEULI SALLA, BEEL MITRA, BAKUL  
KUNDU, KALPANA KUNDU, SIKHA  
NANDY, ASISH KUNDU, ASIT KUNDU,  
AJAY KUNDU Proprietor

SIGNED AND DELIVERED  
By the OWNER (S)

WITNESSES:

Manali Construction ✓  
*Slyant Datta*  
Proprietor

---

**SIGNED AND DELIVERED**  
By the Developer (S)

---

**SIGNED AND DELIVERED**  
By the PURCHASER (S)

Drafted by me and Typed at my office &  
I read over & Explained in Mother Languages to all  
Parties to this deed and all of them admit that the  
Same has been correctly written as per their instruction



**M/S MANALI  
CONSTRUCTION**

GSTIN : 19ANGPD2521C2ZL

Mob.- 7479016770  
8373060281

B-19, Arvil Park (Bidhan Park)  
Durgapur - 06, West Bardhaman  
West Bengal

*By* .....  
MC

*Date* : .....

Date: .....

To,  
The Secretary  
West Bengal Housing Industry Regulatory Authority,  
Kolkata - 700 005

**Application No. NPR-**

Respected Sir,

This is for your kind information that I am authorizing Mr. Asish Mozumder s/o Late Biswanath Mozumder to carry out the all official formalities of WBHIRA application for registration and hearing on behalf of my company. His signature is being attested by me below,

Thanking you,

With regards -

Signature of Authorized person

Manali Construction  
*Asish Mozumder*  
Proprietor

Signature Attested by me

Manali Construction  
*Asish Mozumder*  
Proprietor





**M/S MANALI  
CONSTRUCTION**

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Thanking you,

With regards -

Signature of Authorized person

Manali Construction

*Shyamal Dutta*  
Proprietor

Signature Attested by me

Manali Construction  
*Shyamal Dutta*  
Proprietor



**M/S MANALI  
CONSTRUCTION**

GSTIN : 19ANGPD2521C2ZL

Mob.- 7479016770  
8373060281

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Thanking you,

With regards -

Signature of Authorized person

Manali Construction  
*Shyamt Dutta*  
Proprietor

Signature Attested by me

Manali Construction  
*Shyamt Dutta*  
Proprietor

भारतीय गैर न्यायिक

दस  
रुपये

रु.10



TEN  
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Before the Notary  
Govt. of West Bengal  
Burdwan District  
Durgapur

FORM 'A'

[See rule 3(2)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL  
BE SIGNED BY THE PROMOTER OR ANY PERSON  
AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

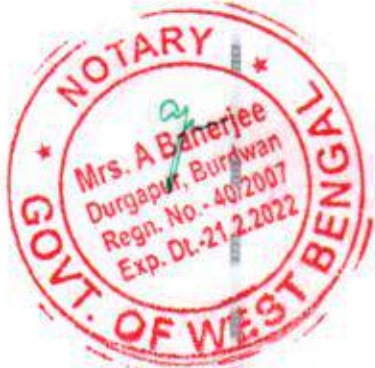
I, SHYAMAL DUTTA s/o Late Santi Ranjan Dutta, by nationality - Indian, by faith - Hinduism, by occupation - Business, residing at 11/35 SEPCO Township, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal and promoter of the proposed project authorized by the promoter of the project, "HARA KUSUM APARTMENT NATARAJ", to be developed at Saratpally, Fuljhore, Durgapur 713206 authorized by the promoter of the project do hereby solemnly declare, undertake and state as under :

1. That I, SHYAMAL DUTTA (Promoter) has a legal title to the land on which the development of the proposed project is to be carried out.

AND

A legally valid authentication of title of such land along with an authenticated copy of the arrangement between such owner and promoter for development of the real estate project is enclosed herewith.

Contd...Page 2



*Signature*

10 JUL 2021

:: 2 ::

2. That the said land is free from all encumbrances.
3. That the time period within which the project shall be completed by promoter is 31/12/2023.
4. The seventy per cent of the amounts realized by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project that promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
7. That promoter shall take all pending approvals on time, from the competent authority.
8. That promoter has furnished such other documents as have been prescribed by the rules and regulations made under the act.
9. That promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

**Manali Construction**

*Skyant Datta*  
Proprietor

Deponent

IDENTIFIED BY ME

*A. Banerjee*  
ADVOCATE

**Verification**

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at *Durgapur* on this *15th* day of *July 2022*

Solemnly Affirmed & Declared  
before me on Identification

*Ateesh Banerjee*  
Mrs. A. Banerjee, Notary  
Durgapur, Burdwan, W.B.  
Regn No.-40/2007 Govt of WB

Deponent

**Manali Construction**

*Skyant Datta*  
Proprietor

Proprietor

