

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____, **TWO THOUSAND AND TWENTY-THREE (2023).**

-BETWEEN-

(1) SRI MIHIR KUMAR DUTTA [PAN No. AVMPD8217F], [AADHAAR No. 9905 5800 2438], son of Late Manindra Nathi Dutta, by Occupation - Retired Serviceman, by religion Hindu, by Nationality - Indian, residing at 16, D.B.C. Road, Deshbandhu Para, Ward No. 29, Siliguri (M.Corp), Post Office - Siliguri Town, Police Station - Siliguri, Pincode – 734004, District - Darjeeling, West Bengal, **(2) SMT. SHIBANI DUTTA [PAN No. BGWPD8302H], [AADHAAR No. 3880 7931 0017]**, wife of Late Dilip Kumar Dutta, by Occupation – Housewife, by religion Hindu, by Nationality - Indian, residing at Lower Bagdogra Main Road, Bagdogra, Dimriguri, Dakshin Bagdogra, Post Office – Bagdogra, Police Station - Bagdogra, Pincode – 734014, District - Darjeeling, West Bengal and **(3) SMT. DEBJANI DUTTA alias SMT.**

DEBJANI BHATTACHARJEE [PAN No. BHBPD9735L], [AADHAAR No. 4883 3770 3440], wife of Sri. Biswajit Bhattacharjee and daughter of Late Dilip Kumar Dutta, by Occupation – by religion Hindu, by Nationality - Indian, residing at Cooch Behar – I, Guriahat, Cooch Bihar, **Post Office – _____, Police Station – _____**, Pincode – 736101, **District – Cooch Bihar**, West Bengal, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

The OWNERS are represented by their **Constituted Attorney** namely **(1) SRI. PARTHA SAHA [PAN No. AILPS5801L] [AADHAAR No. 6591 9105 9149]** son of Late Dwijendra Nath Saha, by religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 93, Satyen Bose Road, Deshbandhu Para, Siliguri (M.Corp), Post Office - Siliguri Town, Police Station - Siliguri, Pincode - 734004, District – Darjeeling, West Bengal and **(2) SMT. MOUSHOMI BISWAS [PAN No. AHXPB7970Q] [AADHAAR No. 2895 7757 2641]** wife of Sri. Vaskar Biswas, by religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 94, Satyen Bose Road, Deshbandhu Para, Siliguri (M.Corp), Post Office - Siliguri Town, Police Station - Siliguri, Pincode - 734004, District – Darjeeling, West Bengal, being partners of **ABASAAN [PAN No. AAMFA2692L]**, a partnership firm, carrying on business at holding Premises No. 497/1/289, Satyen Bose Road, Deshbandhu Para, Siliguri, Post Office - Siliguri Town, Police Station - Siliguri, Pincode - 734004, District - Darjeeling, West Bengal, by virtue of General Power of Attorney (for Development) dated 3rd September, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Siliguri – I, Darjeeling and recorded in Book No. I, Volume No. 1402-2020, Pages from 44561 to 44586, being No. 140201210 for the year 2020.

AND

ABASAAN [PAN No. AAMFA2692L], a partnership firm, carrying on business at holding Premises No. 497/1/289, Satyen Bose Road, Deshbandhu Para, Siliguri, Post Office - Siliguri Town, Police Station - Siliguri, Pincode - 734004, District - Darjeeling, West Bengal, represented by its partners namely **(1) SRI. PARTHA SAHA [PAN No. AILPS5801L] [AADHAAR No. 6591 9105 9149]** son of Late Dwijendra Nath Saha, by religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 93, Satyen Bose Road, Deshbandhu Para, Siliguri (M.Corp), Post Office - Siliguri Town, Police Station - Siliguri, Pincode - 734004, District – Darjeeling, West

Bengal and **(2) SMT. MOUSHOMI BISWAS [PAN No. AHXPB7970Q] [AADHAAR No. 2895 7757 2641]** wife of Sri. Vaskar Biswas, by religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at 94, Satyen Bose Road, Deshbandhu Para, Siliguri (M.Corp), Post Office - Siliguri Town, Police Station - Siliguri, Pincode - 734004, District – Darjeeling, West Bengal, hereinafter called and referred to as the **“DEVELOPERS”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

-AND-

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall

unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

WHEREAS :-

1. By a Deed of Lease dated 2nd June, 1947, registered in the office of Sub-Registrar, Siliguri and recorded in Book No. I, being No. 856 for the year 1947, Hari Charan Kairi, Guru Charan Prasad Kairi and Lachmi Narayan Kairi transferred and leased out the ALL THAT piece and parcel of homestead land measuring 15 ½ cottahs in Jote Kali Prasaana Singh under Mouza – Dabgram, Police Station – Siliguri, District – Darjeeling to Manindra Nath Dutta and Nripendra Nath Nandy.
2. According to the provision of the West Bengal Estates Acquisition Act, 1953, ALL THAT piece and parcel of homestead land measuring 15 ½ cottahs in Police Station – Siliguri, District – Darjeeling was identified as Dag No. 6301 and was recorded in the names of Manindra Nath Dutta under Khatian No. 3592, measuring an area of 0.125 acre and Nripendra Nath Nandy under R.S. Khatian No. 3588, measuring an area of 0.126 acre, Mouza – Siliguri, J.L. No. 110, Police Station – Siliguri, District – Darjeeling.
3. Manindra Nath Dutta and Nripendra Nath Nandy became the direct tenant/raiyat under the Government of West Bengal and had been paying rents to the Government of West Bengal and constructed a residential house on the abovementioned land.
4. Hence, Manindra Nath Dutta and Nripendra Nath Nandy were jointly seized and possessed to ALL THAT piece and parcel of homestead land measuring 15 ½ cottahs comprised in Dag No. 6301 under Khatian Nos. 3588 and 3592, lying and situates in Mouza – Siliguri, J.L. No. 110, Police Station – Siliguri, District – Darjeeling and each entitled to undivided one-half share therein.
5. Thereafter, Manindra Nath Dutta died intestate on 6th September, 1975, leaving behind his wife namely Smt. Renuka Dutta (Nandi), two sons namely Mihir

Kumar Dutta and Dilip Kumar Dutta and three daughters namely Smt. Manjushri Dutta, Miss Chhanda Dutta and Miss Sikha Dutta as his legal heirs and successors and each entitled to undivided one-sixth share therein.

6. Nripendra Nath Nandy died intestate on 8th October, 1980, leaving behind his only sister namely Renuka Dutta Nandi as his legal heir and successor and she is entitled to the undivided one-half share therein.
7. Smt. Renuka Dutta Nandi died intestate on 17th November, 1985, leaving behind her two sons namely Mihir Kumar Dutta and Dilip Kumar Dutta and three daughters namely Smt. Manjushri Dutta, Miss Chhanda Dutta and Miss Sikha Dutta as his legal heirs and successors and each entitled to undivided one-fifth share therein.
8. Subsequently, Smt. Manjushree Dutta died intestate on 24th January, 2017, leaving behind her only daughter namely Smt. Soma Chanda as her legal heir and successor.
9. Therefore, Mihir Kumar Dutta, Dilip Kumar Dutta, Miss Chhanda Dutta, Miss Sikha Dutta and Smt. Soma Chanda are joint and absolute owners of ALL THAT piece and parcel of homestead land measuring 0.251 acre more or less equivalent to 25.10 decimals more or less together with 30 years old one storied pucca building (cemented flooring) measuring in total 800 sq. ft. more or less standing thereon comprised in **R.S. Dag No. 6301** corresponding to L.R. Dag No. 1336 **under R.S. Khatian Nos. 3588 and 3592** corresponding to L.R. Khatian Nos. 522, 523, 524, 525 and 526 lying and situates in Mouza – Siliguri, J.L. No. 110, revised J.L. No. 88, Holding No. 106/310/472/381, Ward No. 29 of Siliguri Municipal Corporation, Police Station – Siliguri, Sub-Division and Registry Office – Siliguri, Pargana – Baikhanthapur, Touzi No. 3(ja), District – Darjeeling.
10. By virtue of a Deed of Partition dated 17th November, 2019, registered in the office of the Additional District Sub-Registrar, Siliguri and recorded in Book No.1, Volume No. 0402 to 2019, Pages from 118831 to 118867, being No. 040202534 for the year 2019, Mihir Kumar Dutta and Dilip Kumar Dutta became the joint and absolute owners of ALL THAT piece and parcel of vacant homestead land measuring 0.096 acre equivalent to 5 cottahs 13 chittack 3 sq. ft. comprised in R.S. Dag No. 6301 corresponding to L.R. Dag No. 1336 under

R.S. Khatian Nos. 3588 and 3592 corresponding to L.R. Khatian Nos. 522 and 524, lying and situates in Mouza – Siliguri, J.L. No. 110, revised J.L. No. 88, part of Holding No. 106/310/472/381, Ward No. 29 of Siliguri Municipal Corporation, Police Station – Siliguri, Sub-Division and Registry Office – Siliguri, Pargana – Baikhanthapur, Touzi No. 3(ja), District – Darjeeling.

11. A Development Agreement dated 18th February, 2020, registered in the office of the Additional District Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 0402-2020, Pages from 14415 to 14445, being No. 040200377 for the year 2020, was executed by and between Sri Mihir Kumar Dutta and Sri Dilip Kumar Dutta, as the owner therein and Abasaan, as the developer therein for the purpose of construction of multi-storied building on the abovementioned and according to other terms and conditions as contained therein.
12. Thereafter, Sri Mihir Kumar Dutta and Sri Dilip Kumar Dutta executed a Development Power of Attorney after Registered Development Agreement dated 18th February, 2020, registered in the office of the Additional District Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 0402-2020, Pages from 14802 to 14824, being No. 040200380 for the year 2020 in favour of Abasaan, as the constituted attorney therein in respect of the abovementioned and according to other terms and conditions as contained therein.
13. Dilip Kumar Dutta died intestate on 7th April, 2020, leaving behind his wife namely Smt. Shibani Dutta and one daughter namely Smt. Debjani Dutta alias Smt. Debjani Bhattacharjee as his legal heirs and successors and each entitled to undivided one-half share therein.
14. Hence, Sri Mihir Kumar Dutta, Smt. Shibani Dutta and Smt. Debjani Dutta alias Smt. Debjani Bhattacharjee, the Owners herein, jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of vacant homestead land measuring 0.096 acre equivalent to 5 cottahs 13 chittack 3 sq. ft. comprised in R.S. Dag No. 6301 corresponding to L.R. Dag No. 1336 under R.S. Khatian Nos. 3588 and 3592 corresponding to L.R. Khatian Nos. 522 and 524, lying and situates in Mouza – Siliguri Madhya, J.L. No. 110, revised J.L. No. 88, part of Holding No. 106/310/472/381, Ward No. 29 of Siliguri Municipal Corporation, Police Station – Siliguri, Sub-Division and Registry Office – Siliguri, Pargana – Baikunthapur, Touzi No. 3(ja), District –

Darjeeling, West Bengal and hereinafter referred to as the **“said Premises”** and more fully described in the **Schedule “A”** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

15. Thereafter, the Owners and the Developer have entered into the Deed of Agreement for Development dated 3rd September, 2020, registered in the office of the Additional District Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 0402-2020, Pages from 44219 to 44250, being No. 040201209 for the year 2020, according to the terms and conditions contained therein.
16. The Owners herein also granted a General Power of Attorney (for Development) dated 3rd September, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Siliguri – I, Darjeeling and recorded in Book No. I, Volume No. 1402-2020, Pages from 44561 to 44586, being No. 140201210 for the year 2020, to undertake the work of development and sale under the terms of the Development Agreement above referred to.
17. The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the building **Sanction Building Plan No. 0109146210500055**, dated **19/06/2021**, duly issued by Siliguri Municipal Corporation, in respect of the project known as **‘DUTTA APARTMENT’**.
15. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on _____ under registration no. _____**.
16. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT the APARTMENT NO. _____, on the _____ Floor** of the

building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as '**DUTTA APARTMENT**', hereinafter referred to as the said "**UNIT**" more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs.**_____/-(**Rupees** _____)**only.**

17. The said Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.**_____/ - (**Rupees** _____) **only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as '**DUTTA APARTMENT**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common

rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them

or any of them.

2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
 - iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
 - v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS**

AND/OR DEVELOPER and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.

- vi) TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii) NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures

affixed thereto.

- xv) NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** install grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxi) NOT TO claim** any right whatsoever over and in respect of the **COMMON**

PARTS AND PORTIONS in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.
- xxvii) To pay GST** at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

THE FIRST SCHEDULE ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of vacant homestead land measuring 0.096 acre equivalent to 5 cottahs 13 chittack 3 sq. ft. comprised in R.S. Dag No. 6301 corresponding to L.R. Dag No. 1336 under R.S. Khatian Nos. 3588 and 3592 corresponding to L.R. Khatian Nos. 522 and 524, lying and situates in Mouza – Siliguri Madhya, J.L. No. 110, revised J.L. No. 88, part of Holding No. 106/310/472/381, Ward No. 29 of Siliguri Municipal Corporation, Police Station –

Siliguri, Sub-Division and Registry Office – Siliguri, Pargana – Baikunthapur, Touzi No. 3(ja), District – Darjeeling, West Bengal, which is butted and bounded as follows:

ON THE NORTH : 25-feet wide approx. Siliguri Municipal Corporation Road,
 ON THE SOUTH : Property of Miss. Chhanda Dutta & 2-others,
 ON THE EAST : Property of Miss. Chhanda Dutta & 2-others,
 ON THE WEST : Land with house of Sri Sukumar Roy & Others.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID UNIT)

ALL THAT the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (**Square Feet** more or less **(Carpet Area)** excluding balcony area of _____ (**Square Feet** more or less appertaining to _____ (**Square Feet** more or less **(Super Built Up Area)**, flooring _____, situate at the Project known as '**DUTTA APARTMENT**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(COMMON FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXULDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exists Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.

4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Windows, Doors and other fittings of the common area of the premises.
 - e) Lift and their accessories installations and space required therefore.
 - f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.

3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(EASEMENTS)

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other units of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner, not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said unit and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said unit and the said unit and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said unit and the properties appurtenant thereto for all lawful purpose whatsoever.

6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNERS, DEVELOPER and PURCHASERS

at _____ in the presence of:

WITNESS:

1.

**As the constituted attorney holder
of the Owners
SIGNATURE OF THE OWNERS**

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS
RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum
Rs. _____ **/-** (**Rupees** _____) **only** by way of total
 consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

Sl.No.	Date	Cheque No.	Bank	Amount (in Rs.)
TOTAL				Rs. _____/-

(Rupees _____) only.

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-