

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 2

**THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE ____
DAY OF _____, 20____.**

BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD	
BUILDING COMPLEX / PROJECT NAMED	SAILO KUTIR
RESIDENTIAL FLAT No.	
FLAT MEASURING RERA CARPET AREA BUILT-UP AREA SUPER BUILT-UP AREA	SQUARE FEET SQUARE FEET SQUARE FEET
FLAT SITUATED IN FLOOR	FLOOR
TOGETHER WITH RIGHT TO PARK ONE CAR AT AN AREA MEASURING	SQUARE FEET
TOTAL CONSIDERATION	Rs.

DETAILS OF LAND	
LAND AREA ON WHICH THE BUILDING STANDS	10 KATHA
MOUZA	SILIGURI (R.S.) SILIGURI PURBA (L.R.)
PLOT NO.	10573 (R.S.) 3144 (L.R.)
KHATIAN NO.	5221 (R.S.) 2567 and 15267 (L.R.)
JL. NO.	110 (88) (R.S.) 92 (L.R.)
PARGANA	BAIKUNTHAPUR
POLICE STATION	SILIGURI
S.M.C. WARD NO.	16

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 3

DISTRICT	DARJEELING (WEST BENGAL)
----------	--------------------------

::BETWEEN::

....., having PAN :,
Hindu by Religion, Indian by Nationality, No. by Occupation,
Resident of, P.O., P.S., Pin Code-
....., District, in the State of -
HEREINAFTER called the **“PURCHASERS”** (which expression shall unless
repugnant to the context or meaning thereof be deemed to mean and include
his/her/their heirs, executors, administrators, successors-in-interest and
permitted an assigns) of the **“FIRST PART”**.

AND

1. SRI SAMBIT DHAR, son of Late Sailendra Kumar Dhar, having PAN
:- **ADVPD8939P**, Hindu by Religion, Indian by Nationality, Business by
Occupation, Resident of Sailo Kutir, 28 Rash Behari Sarani, Ward No. 16,
Hakimpura, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the
State of West Bengal and

2. SHREYSTH PLAZA MAKER LLP, a Limited Liability Partnership,
having PAN : **ADWFS2913F**, incorporated under the Limited Liability
Partnership Act, 2008, bearing LLP Identification No. AAO-3091, dated
18.02.2019, having its Office at Goyal Plaza, Sevoke Road By Lane, P.O.
Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the
State of West Bengal, Represented by one of its Designated **PARTNER**,
SRI AMIT PODDAR, son of Late Binay Kumar Poddar alias Vinay Kumar
Poddar, Hindu by Religion, Indian by Nationality, Business by Occupation,

Resident of Eden Apartment, Sevoke Road, Dasharath Pally, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - **HEREINAFTER JOINTLY** referred to and called the **“VENDORS / SECOND PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs/its partners, successors-in-office, representatives, administrators and assigns) of the **“SECOND PART”**.

AND

SHREYSTH PLAZA MAKER LLP, a Limited Liability Partnership, having **PAN : ADWFS2913F**, incorporated under the Limited Liability Partnership Act, 2008, bearing LLP Identification No. AAO-3091, dated 18.02.2019, having its Office at Goyal Plaza, Sevoke Road By Lane, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, Represented by one of its Designated **PARTNER, SRI AMIT PODDAR**, son of Late Binay Kumar Poddar alias Vinay Kumar Poddar, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Eden Apartment, Sevoke Road, Dasharath Pally, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - **HEREINAFTER** referred to and called the **“DEVELOPER / PROMOTER / THIRD PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, successors-in-office, representatives, administrators and assigns) of the **“THIRD PART”**.

That the abovenamed **VENDOR NO. 1** namely **SRI SAMBIT DHAR** is herein **represented** by his lawfully **CONSTITUTED ATTORNEY:- SHREYSTH PLAZA MAKER LLP**, a Limited Liability Partnership, having **PAN : ADWFS2913F**, incorporated under the Limited Liability Partnership Act, 2008, bearing LLP Identification No. AAO-3091, dated 18.02.2019, having its Office at Goyal Plaza, Sevoke Road By Lane, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, Represented by

one of its Designated **PARTNER, SRI AMIT PODDAR**, son of Late Binay Kumar Poddar alias Vinay Kumar Poddar, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Eden Apartment, Sevoke Road, Dasharath Pally, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, appointed and constituted vide a registered **General Power of Attorney** dated 23.09.2025, being Document No. I-2406 for the year 2025, registered in the Office of the Additional District Sub Registrar Siliguri, District Darjeeling.

DEVOLUTION OF TITLE:

WHEREAS Sailendra Kumar Dhar and Parimal Bikash Dhar, both sons of Late Mahendra Chandra Dhar, were the absolute co-owners of land measuring 10 Katha (i.e. 5 Katha each), situated within R.S. Mouza Siliguri, appertaining to and forming part of R.S. Plot No. 10573, Recorded in R.S. Khatian No. 5221, R.S. J.L. No. 110(88), Police Station Siliguri, District Darjeeling, by virtue of purchase from the Recorded Owners namely Fanindra Nath Sarkar and Others vide a registered Deed of Conveyance (Sale) dated 17.03.1961, being Document No. I-1163 for the year 1961, registered in the Office of the then Sub Registrar Siliguri, District Darjeeling.

AND WHEREAS the abovenamed Parimal Bikash Dhar thereafter sold and transferred out of his aforesaid land all that land measuring 2 Katha unto and in favour of Swapan Dhar, son of Sailendra Kumar Dhar, vide a registered Deed of Conveyance (Sale) dated 15.12.1965, being Document No. I-5330 for the year 1965, registered in the Office of the then Sub Registrar Siliguri, District Darjeeling.

AND WHEREAS the abovenamed Sailendra Kumar Dhar during his lifetime married to Rani Dhar and after the death of Rani Dhar, Sailendra Kumar Dhar married to Anima Dhar.

AND WHEREAS in the said wedlock of Sailendra Kumar Dhar with Rani Dhar the following children were born namely;

1. Swapan Dhar - Son;
2. Rina Dhar (Sarbadhikary) - Daughter (married);
3. Purna Majumder (Dhar) - Daughter (married) and;
4. Jharna Dhar (Kumar) - Daughter (married).

AND WHEREAS in the said wedlock of Sailendra Kumar Dhar with Anima Dhar the following children were born namely;

1. Sukla Dhar @ Shukla Dhar - Daughter (unmarried - now deceased);
2. Chandana Roy - Daughter (married) and;
3. Sambit Dhar - Son.

AND WHEREAS the abovenamed Sailendra Kumar Dhar died testate on 22.05.1982 leaving behind a WILL, which was duly probated vide Misc. Judicial Case (Probate) No. 35 of 1991, In the Court of the District Delegate (Asstt. District Judge) Siliguri and finally on 19.08.1995 the Ld. Court Granted the Probate of the said WILL, by virtue of which his sons namely **Sri Swapan Dhar** and **Sri Sambit Dhar** became the absolute owners of the aforesaid land of Late Sailendra Kumar Dhar in actual measuring 5 Katha, having permanent transferable heritable right, title and interest therein.

AND WHEREAS in this manner, the abovenamed **Sri Swapan Dhar** became the owner of the aforesaid total land measuring **4 Katha 8 Chatak** (2 Katha vide abovementioned Deed of Conveyance (Sale) and 2 Katha 8 Chatak by virtue of the abovementioned WILL duly probated).

AND WHEREAS in this manner, the abovenamed **Sri Sambit Dhar** became the owner of the aforesaid land measuring **2 Katha 8 Chatak** by virtue of the abovementioned WILL duly probated.

AND WHEREAS the abovenamed Parimal Bikash Dhar also died intestate leaving behind the following legal heirs namely;

1. Nilima Dhar - Wife (now deceased);
2. Panna Ray - Daughter and;
3. Ratna Dhar - Daughter and they jointly inherited the
aforesaid remaining land measuring 3 Katha of the deceased Late Parimal
Bikash Dhar as per the Hindu Succession Act, 1956.

AND WHEREAS in this manner, by virtue of inheritance, the abovenamed **Smt. Panna Ray** and **Smt. Ratna Dhar** became the joint owners of the aforesaid land measuring **3 Katha** (i.e. 1 Katha 8 Chatak each).

AND WHEREAS in the manner aforesaid the abovenamed **Sri Swapan Dhar** became the owner of the aforesaid total land measuring **4 Katha 8 Chatak**, **Sri Sambit Dhar** became the owner of the aforesaid land measuring **2 Katha 8 Chatak** and **Smt. Panna Ray** and **Smt. Ratna Dhar** became the owners of the aforesaid land measuring **3 Katha**, **IN TOTAL LAND MEASURING 10 KATHA**, having permanent heritable, transferable and marketable right, title and interest therein, free from all charges and encumbrances whatsoever.

AND WHEREAS the abovenamed **Sri Swapan Dhar** thereafter gifted out of his aforesaid land, all that land measuring **1 Katha** unto and in favour of **Sri Sambit Dhar** vide a registered Deed of Gift dated 15.07.2025, being No. I-1786 for the year 2025, registered in the Office of the Additional District Sub Registrar Siliguri, District Darjeeling.

AND WHEREAS the abovenamed **Smt. Panna Ray** and **Smt. Ratna Dhar** thereafter sold and transferred their entire aforesaid land measuring **3 Katha** unto and in favour of **Shreysth Plaza Maker LLP** vide a registered Deed of Conveyance (Sale) dated 22.09.2025, being No. I-2381 for the year 2025, registered in the Office of the Additional District Sub Registrar Siliguri, District Darjeeling.

AND WHEREAS the abovenamed **Sri Swapan Dhar** thereafter sold and transferred his aforesaid remaining land measuring **3 Katha 8 Chatak** unto and

in favour of **Shreysth Plaza Maker LLP** vide a registered Deed of Conveyance (Sale) dated 22.09.2025, being No. I-2382 for the year 2025, registered in the Office of the Additional District Sub Registrar Siliguri, District Darjeeling.

AND WHEREAS in this manner the abovenamed **SRI SAMBIT DHAR** (the **Vendor No. 1** herein) became the absolute owner of the aforesaid total land measuring **3 Katha 8 Chatak** (2 Katha 8 Chatak + 1 Katha), out of total land measuring 10 Katha, and ever since is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS in this manner the abovenamed **SHREYSTH PLAZA MAKER LLP** (the **Vendor No. 2** herein) became the absolute owner of the aforesaid total land measuring **6 Katha 8 Chatak** (3 Katha + 3 Katha 8 Chatak), out of total land measuring 10 Katha, and ever since is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the names of the abovenamed Vendors in respect of their aforesaid land was duly mutated in the records of the concerned B.L.&L.R.O. Siliguri in the Record of Rights (R.O.R.) and a new **L.R. Khatian No. 2567** (in the name of **Vendor No. 1**) and **L.R. Khatian No. 15267** (in the name of **Vendor No. 2**) were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS being such owner the Sri Sambit Dhar (the Vendor No. 1) being desirous to construct a Multistoried Building over and upon his said land measuring 3 Katha 8 Chatak, out of total land measuring 10 Katha, but is/was not in a position to put his contemplation and scheme into action due to lack of funds, expertise and shortage of land for maximum utility and as such has approached the bonafide Developer/Promoter herein to construct/promote/

develop such multistoried building complex and as such the Vendor No. 1 herein then entered with the Developer/Promoter herein into a registered Development Agreement dated 23.09.2025, being Document No. I-2404 for the year 2025, registered in the Office of the Additional District Sub Registrar Siliguri, District Darjeeling, upon terms and conditions as are mentioned therein.

AND WHEREAS due to paucity of area and for maximum utility of the said land the **Vendor No. 1** namely **SRI SAMBIT DHAR** along with the **Vendor No. 2** namely **SHREYSTH PLAZA MAKER LLP** have amalgamated their respective aforesaid land i.e. land measuring **3 Katha 8 Chatak of Vendor No. 1** and **land measuring 6 Katha 8 Chatak of Vendor No. 2**, **IN TOTAL MEASURING 10 KATHA**, more particularly described in the **SCHEDULE “A”** below and ever since is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the Vendors/Developer being desirous to construct a Multistoried Building Complex over and upon their aforesaid piece or parcel of land in total measuring **10 Katha** more particularly described in the **SCHEDULE “A”** below (“said Land”) got a building plan duly approved and sanctioned by the appropriate authority vide a Building Permit No. **SWS-OBPAS/ 0104/2026/0405** dated **08.06.2026** for the construction of **G + IV Storied Residential cum Commercial Building**.

AND WHEREAS to distinguish the proposed Building Complex and with a view to assign a unique identity to the said building complex, the Vendors/Developer herein have decided to name the said Complex as **“SAILO KUTIR”**. It is stated that the name of the said Complex will always remain unchanged. Comprising of several flats/shops/offices/parkings/units/constructed spaces.

AND WHEREAS the Vendors/Developer has also registered the Project with the West Bengal Real Estate Regulatory Authority (WBREERA) being Project

DEED OF CONVEYANCE (SALE) - SAMPLE

Page No. 10

Registration No. WBRERA/P/JAL/_____ dated _____.

AND WHEREAS the Vendors/Developer in the process of construction of the said building divided it into several independent units/premises/spaces along with the common facilities.

AND WHEREAS the Vendors/Developer have formulated a scheme to enable a person/party intending to have own unit/premises/spaces in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit/premises/spaces proportionate to the total constructed area on the said land.

AND WHEREAS the Vendors/Developer have now firmly and finally decided to sale and transfer, all that one Apartment/Unit, being a **Residential Flat** together with **Right to Park one Car**, morefully and particularly described in the **SCHEDULE-“B”** given hereunder, on ownership basis free from all encumbrances and charges whatsoever for valuable consideration of **Rs./- (Rupees Only)**. The detail of the Residential Flat is give herein below:-

BUILDING COMPLEX / PROJECT NAMED	SAILO KUTIR
RESIDENTIAL FLAT No.	
FLAT MEASURING RERA CARPET AREA BUILT-UP AREA SUPER BUILT-UP AREA	SQUARE FEET SQUARE FEET SQUARE FEET
FLAT SITUATED IN FLOOR	FLOOR
TOGETHER WITH RIGHT TO PARK ONE CAR AT AN AREA	SQUARE FEET

AND WHEREAS the Purchaser/s being in need of the Schedule-“B” property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendors/Developer to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc., as well as the construction of the said building till date and considering the price so offered by the Vendors/Developer as fair, reasonable and highest have agreed to purchase from the Vendors/Developer, the Schedule-“B” property with undivided common share or interest in the stairs, open space and other common areas and services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-“B” property for a valuable consideration of Rs./- (Rupees Only).

AND WHEREAS the Purchaser/s finding the offer of the Vendors/Developer fair and reasonable, has/have agreed after full satisfaction to purchase the said Schedule-“B” property, given herein below, for the valuable consideration amount mentioned hereinbefore and hereinafter.

AND WHEREAS the Vendors/Developer agreed to execute the Deed of Conveyance (Sale) of the Schedule-“B” property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-“B” property for a consideration of Rs./- (Rupees Only) and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. **THAT** in consideration of a sum of Rs./- (**Rupees Only**) paid by the Purchaser/s to the Vendors/Developer by Cheques/RTGS/D.D., the RECEIPT of which the Vendors/Developer does hereby acknowledge and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer does hereby CONVEY and TRANSFER ABSOLUTELY the Schedule-“B”

property, to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances subject to the payment of proportionate rents, etc., to the Government of West Bengal.

2. **THAT** the Purchaser/s has/have examined and inspected the Documents of Title of the Vendors, Development Agreement, General Power of Attorney, Site Plan, Building Plan, Foundation Plan, Typical Floor Plan, as well as the common portions and areas and the common provisions and utilities and have also seen and inspected the construction work of the building as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction and area thereof including that of the said Schedule-“B” property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the common provisions and utilities.
3. **THAT** the Vendors/Developer do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-“A” property is held by the Vendors under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer proposes to transfer subsists and the Vendors/Developer have full right and authority to transfer the Schedule-“B” property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule-“B” property without any obstruction or hindrance whatsoever.
4. **THAT** the Vendors/Developer declares that the interest which the Vendors/Developer professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-“B” property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so

to be transferred suffers from no defect of title and is free from all charges and encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors/Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

5. **THAT** the Vendors/Developer will pay upto date land revenue and/or any other taxes/charges/dues if any prior to the date of transfer of the Schedule-“B” property.
6. **THAT** the Vendors/Developer shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-“B” property except for unsold portion of the building which shall be borne by the Vendors/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.
7. **THAT** the Vendors/Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the Schedule-“B” property hereby conveyed at the cost of the Purchaser/s.
8. **THAT** the Purchaser/s have satisfied himself/herself/themselves about the title of the Vendors/Developer in respect to the Schedule-“B” property.
9. **THAT** the Purchaser/s shall have all rights, title and interest in the Schedule-“B” property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors/Developer with respect to the Schedule-“B” property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
10. **THAT** the Purchaser/s hereby covenant with the Vendors/Developer not to dismantle the Schedule-“B” Flat hereby sold and conveyed in favour of the

Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one independent unit exclusively for residential purpose.

- 11.**THAT** the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
- 12.**THAT** the Purchaser/s will obtain his/her/their own independent electric connection/s from the W.B.S.E.D.C.Ltd. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the purchaser/s, the Vendors/Developer shall have no responsibility or any liability in this respect.
- 13.**THAT** the Purchaser/s shall have the right to get his/her/their name/s mutated with respect to the said Schedule-“B” property both at the Office of the B.L.&L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
- 14.**THAT** the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-“B” property or let-out, lease-out the Schedule-“B” property to whomsoever.
- 15.**THAT** the Purchaser/s shall have proportionate right, title and interest in the land along with other occupiers of the building. It is hereby declared that the interest in the land is impartible.
- 16.**THAT** the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers of the said building.

- 17.THAT** the upkeep and maintenance of the common portions and areas as well as the common provisions and utilities shall be looked after by the Vendors/Developer and thereafter the owners/occupiers of different residential flat/s shall form and constitute an Apartment Owners Association by framing a proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force and the Vendors/Developer shall no responsibility or any liability in this respect.
- 18.THAT** the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, etc. as will be determined by the Vendors/Developer from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.
- 19.THAT** the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
- 20.THAT** in case the Purchaser/s make default in payment of the proportionate share towards the common expenses described in the Schedule-“C” given hereinunder within time allowed by the Vendors/Developer or the Apartment Owners Association, the Purchaser/s shall be liable to pay interest at the rate of one percent per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendors/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the authority acting at such relevant time, shall be final and binding.
- 21.THAT** the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road,

landings, stairs, passage or other community purpose/s if any and in the event of encroachment, the Vendors/Developer or the executive body or any authority of the occupiers of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

22.(a) **THAT** the Purchaser/s shall not be entitled to park any vehicle in others parking area, pathways or common areas and open spaces within the building complex.

(b) **THAT** the Purchaser/s shall park his/her/their car in the Parking Area at the Ground Floor of the building complex as marked and allotted to the Purchaser/s of these present anywhere within the complex.

23. THAT THE PURCHASER/S AGREES AND UNDERTAKES THAT THE PURCHASER/S SHALL NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-

(i) Not to store /stock / bring into / keep in the said apartment/unit/building complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.

(ii) Not to damage, demolish or cause to be damaged or demolished the said apartment/unit/building complex or any part thereof or the fittings and fixtures thereto.

(iii) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences

of external doors and windows including grills of the said apartment/unit/building complex.

(iv) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.

(v) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said apartment/unit/building complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.

(vi) Not to use the said Residential Flat other than the Residential purpose.

(vii) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Purchaser/s shall be entitled to fix Air Conditioning equipment in the Apartment/Unit without damaging the outer walls of the said complex. All equipment/ machines' parts of the Air Conditioning required to be fixed on outside wall must be fitted only in the place as marked and allotted and after consulting the Vendors/Developer or the Apartment Owners' Association. The outdoor unit should not generate extra noise, it should be of silent type.

(viii) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Flats/Units save and except the battery operated inverter.

(ix) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.

24. THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-

- (i) That the Purchaser/s agrees and undertakes to co-operate with the Vendors/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendors/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.
- (ii) That the Purchaser/s shall keep the said Schedule-“B” Property/ said Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- (iii) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendors/Developer and/or the organization / agency / association as the case may be.
- (iv) That the Purchaser/s shall always co-operate with the Vendors/Developer/Flat Owners’ Association/Agency as the case may be in the management and maintenance of the said complex.
- (v) That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However, if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.

(vi) That the Purchaser/s agrees and covenants that the Vendors/Developer shall be at absolute liberty to sale the unsold part and portions of the said building complex.

25. THAT the Purchaser/s further covenant with the Vendors/Developer not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendors/Developer shall not be held responsible in any manner whatsoever.

26. THAT the charges towards Stamp Duty and Registration fees of Schedule- "B" Property and GST as applicable have been paid and borne by the Purchaser/s.

27. THAT the said Multistoried Building Complex shall always be known as "**SAILO KUTIR**". The copy right/ trade mark / property mark and all intellectual property (including the name of the complex mentioned herein) shall always remain and vest with the Vendors/Developer and no person, including but not limited to the Purchaser/s Association / Society or the Occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.

28. THAT the Vendors/Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the building dividing expenses or costs

of construction and repairs as they shall mutually decide at that appropriate time.

29.THAT the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendors/Developer or the other Occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court of Law at Jalpaiguri.

Continued to next page

SCHEDULE – “A”
(DESCRIPTION OF THE LAND)

All that piece or parcel of **LAND** IN TOTAL measuring **10 KATHA**, situated within **R.S. MOUZA SILIGURI**, appertaining to and forming part of **R.S. PLOT No. 10573**, Recorded in **R.S. KHATIAN No. 5221, R.S. J.L. No. 110(88)** Corresponding to new **L.R. MOUZA SILIGURI PURBA**, appertaining to and forming part of **L.R. PLOT No. 3144**, Recorded in **L.R. KHATIAN Nos. 2567 and 15267, L.R. J.L. No. 92**, Pargana Baikunthapur, within the limits of limits of **WARD No. 16** of Siliguri Municipal Corporation, **Rash Behari Sarani, Hakimpura**, Police Station Siliguri, District Darjeeling, in the State of West Bengal.

The said total land measuring 10 Katha is bounded and butted as follows:-

By the North ... Land of Joadder,
By the South ... 25' - 26'2" wide S.M.C. Road,
By the East Land and House of Moloy Bose and Nirmal Bose,
By the West Land and House of Kishori Mohan Banerjee.

Continued to next page

SCHEDULE – “B”
(DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL That One Apartment/Unit being a **RESIDENTIAL FLAT BEING:-**

BUILDING COMPLEX / PROJECT NAMED	SAILO KUTIR
RESIDENTIAL FLAT No.	
FLAT MEASURING RERA CARPET AREA BUILT-UP AREA SUPER BUILT-UP AREA	SQUARE FEET SQUARE FEET SQUARE FEET
FLAT SITUATED IN FLOOR	FLOOR

TOGETHER with the **RIGHT TO PARK ONE CAR** at an area measuring **SQUARE FEET** at the **GROUND FLOOR** of the said complex as marked and demarcated and **TOGETHER** with the undivided proportionate share in the aforesaid land on which the building complex stands described in the **SCHEDULE “A”** given herein above.

Continued to next page

SCHEDULE – “C”
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting, and repainting of the common portion and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift/s, generator, equipments and installations, including renewal of licenses, comprised in the common portion including water pumps, and electrical transformer, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefit of and all other expenses on the persons employed or to be employed for the common purpose such as manager, caretaker, supervisor, account, security guard, sweeper, plumbers, electricians and other maintenance staffs.
4. All charges and deposits for supplies of common utilities to the co-owners and common.
5. Municipal tax, water tax and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/s).
6. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
7. Electricity charges for the electrical energy consumed for the operation of the equipment, generator and installations for the common service and the lighting the common portions.
8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
9. All other expenses and/or outgoing as are incurred by the Vendors/Developer and/or the service organization for the common purpose.

10. Such other expenses as are necessary or incidental expenses for the maintenance, government duties and up-keeping of the building as may be determined by the Units Owners' Association.

SCHEDULE "D"
(COMMON FACILITIES)

1. Lift and Stair case landing on all Floors.
2. Common entry on the ground floor and terrace/top roof.
3. Water Pump, water tank, water pipes and common plumbing installation.
4. Drainage and sewerage.
5. Boundary wall and main gate.
6. Such other common part, area and equipments, installations, fixtures and fittings and space in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

THAT the photographs and the fingerprints of the Purchaser/s and the Authorised Signatory of the Vendors and the Developer are duly affixed upon sheets forming PART of these presents.

IN WITNESSES WHEREOF the Authorised Signatory of the Vendors and the Developer herein in good health and sound conscious mind have set and subscribed his seal and signatures on these presents on the day, month and year first above written.

WITNESSES :-

1.

The contents of this document have been gone through and understood personally by the Purchaser/s and the Vendors and the Developer herein.

VENDORS

2.

DEVELOPER

Drafted as per instructions of the parties, readover and explained to the parties and printed in my office:-

Advocate, Siliguri

MEMO OF RECEIPT

RECEIVED from the within named Purchaser/s towards SALE of the within mentioned **Schedule “B”** Property.

Parameters	Amount (Rs.)
A. Sale Consideration	Rs.
B. Applicable Tax (GST)	Rs.
TOTAL PRICE (A+B)	Rs.

VENDORS / DEVELOPER