

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS EXECUTED ON THIS THE _____
DAY OF _____, TWO THOUSAND AND TWENTY-FIVE (2025).**

- BY AND BETWEEN-

(1) SRI JAYANTA BALA [AADHAR NO. 9630 1473 1433] [PAN NO. APRPB9123K], Son of Late Sitanath Bala, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Prafulla Chaki Sarani, Deshbandhu Para, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 30, Post Office – Siliguri Town & Police Station – Siliguri, Pin Code – 734004, in the District of Darjeeling, in the State of West Bengal, hereinafter jointly called and referred to as the **“OWNER”** (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 Owner herein is represented by his Constituted Attorney duly namely **“M/S. SUBHRADEEP ENTERPRISE”** [PAN NO. AKWPM4459R], a Proprietorship Firm, and having its registered office at 103/695, Deshbandhu Para, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 30, Post Office – Siliguri Town & Police Station – Siliguri, Pin Code – 734004, in the District of Darjeeling, in the State of West Bengal, represented by and through its Proprietor namely, **SRI SAIBAL DAS MAJUMDAR** [AADHAR NO. 8701 4849 1042] [PAN NO. AKWPM4459R], Son of Sri Nishikanta Das Majumdar, aged about 50 years, by Faith – Hindu, by Occupation – Business, by Nationality – Indian and residing at Prafulla Chaki Sarani, Gopal More, Deshbandhu Para, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 30, Post Office – Siliguri Town & Police Station – Siliguri, Pin Code – 734004, in the District of Darjeeling, in the State of West Bengal, and by virtue of a registered Development Agreement, dated on 17th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from 81238 to 81270, being Deed No. 040202013 for the year 2021, after that also registered a Development Power of Attorney, dated on 17th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from 81555 to 81577, being Deed No. 040202023 for the year 2021, according to the terms and conditions contained therein.

AND

“M/S. SUBHRADEEP ENTERPRISE” [PAN NO. AKWPM4459R], a Proprietorship Firm, and having its registered office at 103/695, Deshbandhu Para, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 30, Post Office – Siliguri Town & Police Station – Siliguri, Pin Code – 734004, in the District of Darjeeling, in the State of West Bengal, represented by and through its Proprietor namely, **SRI SAIBAL DAS**

MAJUMDAR [AADHAR NO. 8701 4849 1042] [PAN NO. AKWPM4459R], Son of Sri Nishikanta Das Majumdar, aged about 50 years, by Faith – Hindu, by Occupation – Business, by Nationality – Indian and residing at Prafulla Chaki Sarani, Gopal More, Deshbandhu Para, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 30, Post Office – Siliguri Town & Police Station – Siliguri, Pin Code – 734004, in the District of Darjeeling, in the State of West Bengal, hereinafter referred to as the **“DEVELOPER/PROMOTER”** (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. WHEREAS one, Sri Harendra Kumar Das, Son of Late Khageswar Das, had acquired of all that piece or parcel of Land Measuring 0.14 Acre or 14 Decimals or more or less 8 Katha 8 Chhatak, appertaining to and forming part of R.S. Plot No. 11806, recorded in R.S. Khatian No. 2529/1, Situated at Mouza – Siliguri, J.L. No. 110(88), Paragana – Baikunthapur, within the jurisdiction of Police Station – Siliguri, registry office at Sub-Registrar Siliguri, in the District Darjeeling, by virtue of a registered Deed of Sale, dated on 05th March, 1956, registered at the office of Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 13, Pages from 39 to 41, being Deed No. 831 for the year 1956, executed from Sri Ram Nath Sinha, and the Owner herein.

2. WHEREAS thereafter, being owner in such possession said, Sri Harendra Kumar Das, Son of Late Khageswar Das, had sold and transfer his of all that piece or parcel of Land Measuring 0.0825 Acre, or more or less 5 Katha, out of his total Land Measuring about 0.14 Acre, appertaining to and forming part of R.S. Plot No. 11806, recorded in R.S. Khatian No. 2529/1, Situated at Mouza – Siliguri, J.L. No. 110(88), Paragana – Baikunthapur, within the jurisdiction of Police Station – Siliguri, registry office at Sub-Registrar Siliguri, in the District Darjeeling, by virtue of a registered Deed of Sale, dated on 19th September, 1979, registered at the office of Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 84, Pages from 17 to 19, being Deed No. 4944 for the year 1979, to and in favour of (1) Sitanath Bala, (now deceased) Son of Late Ananta Kumar Bala, & (2) Smt. Hena Bala, (now deceased) Wife of Sri Sitanath Bala, the Owner's herein.

3. WHEREAS, the aforesaid, being the absolute owner herein, (1) Sitanath Bala, died intestate, dated on 24th August, 2010, and (2) Hena Bala, also died intestate, dated on 15th December, 2017, respectively leaving

behind them their legal heirs, one Son namely (i) Sri Jayanta Bala, and one Married Daughter namely (ii) Smt. Seema Biswas, Wife of Sri Bidyut Biswas, entitled to succeed to his property according to Hindu Law and as her only Legal heir's and successors as per provision of Hindu Succession Act, 1956.

4. WHEREAS, thereafter, by virtue of inheritance, (1) Sri Jayanta Bala, Son of Late Sitanath Bala, and (2) Smt. Seema Biswas, Wife of Sri Bidyut Biswas, & Daughter of Late Sitanath Bala, the above named legal heirs became the joint owner's by inherited of 50% ($\frac{1}{2}$ share) $\frac{1}{2}$ nd undivided share of aforesaid Land Measuring 0.0825 Acre, or more or less 5 Katha, alongwith 25th years old cemented flooring one storied residential building Measuring 1200 Sq. Ft., in the Ground Floor standing thereon, (each having in equal of undivided share of Land Measuring 0.04125 Acres, or more or less 2 Katha 8 Chhatak, alongwith residential building Measuring 600 Sq. Ft., left by deceased Sitanath Bala & Hena Bala), since then in their khas actual and physical possession and having all permanent heritable & transferable right, title & interest therein and possession thereon, free from all encumbrances whatsoever.

5. WHEREAS, therefore, the abovesaid being owner in such possession said, Smt. Seema Biswas, Wife of Sri Bidyut Biswas, & Daughter of Late Sitanath Bala, had gifted and transfer her 50% ($\frac{1}{2}$ share) $\frac{1}{2}$ nd undivided share of entire Land Measuring 0.04125 Acres, or more or less 2 Katha 8 Chhatak, alongwith 25th years old cemented flooring one storied residential building Measuring 600 Sq. Ft., in the Ground Floor standing thereon, appertaining to and forming part of R.S. Plot No. 11806, recorded in R.S. Khatian No. 2529/1, Situated at Mouza – Siliguri, J.L. No. 110(88), Paragana – Baikunthapur, within the Siliguri Municipal Corporation area under Ward No. 30, bearing Holding No. 446/507/115/519, Situated at Prafulla Chaki Sarani, Deshbandhu

Para, Siliguri-734004, within the jurisdiction of Police Station – Siliguri, registry office at Additional District Sub-Registrar Siliguri, in the District Darjeeling, by virtue of a registered Deed of Gift, dated on 11th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from 78384 to 78409, being Deed No. 040201892 for the year 2021, to and in favor of her own brother namely Sri Jayanta Bala, Son of Late Sitanath Bala, and the owner herein.

6. Hence, thereafter, the aforesaid being the absolute owner herein, Sri Jayanta Bala, Son of Late Sitanath Bala, the owner herein, have become the absolute owner of the total share of Land Measuring 0.0825 Acre, or more or less 5 Katha, alongwith 25th years old cemented flooring one storied residential building Measuring 1200 Sq. Ft., in the Ground Floor standing thereon, appertaining to and forming part of R.S. Plot No. 11806, recorded in R.S. Khatian No. 2529/1, Situated at Mouza – Siliguri, J.L. No. 110(88), Paragana – Baikunthapur, within the Siliguri Municipal Corporation area under Ward No. 30, bearing Holding No. 446/507/115/519, Situated at Prafulla Chaki Sarani, Deshbandhu Para, Siliguri-734004, within the jurisdiction of Police Station – Siliguri, registry office at Additional District Sub-Registrar Siliguri, in the District Darjeeling, since then in his khas actual and physical possession and having all permanent heritable & transferable right, title & interest therein and possession thereon, free from all encumbrances whatsoever.
7. WHEREAS, the aforesaid, being the absolute owner herein, Sri Jayanta Bala, Son of Late Sitanath Bala, the Owner herein, also recorded the aforesaid Land Measuring 0.0825 Acre, or more or less 5 Katha, in his name in the record of rights at the office of B.L. & L.R.O., Siliguri, therefore a new Khatian has been issued in his favor vide L.R. Khatian No. 807, bearing in L.R. Plot No. 918, under Mouza – Siliguri Dakshin-

2, J.L. No. 93, Sheet No. 20, Paragana – Baikunthapur, and he got the permanent heritable and transferable right over the said landed property in his name as per provision of W. B. L. R. Act 1955, since then in his khas actual and physical possession and having all permanent heritable & transferable right, title & interest therein and possession thereon, free from all encumbrances whatsoever.

8. AND WHEREAS, therefore, being owner's in such possession said Sri Jayanta Bala, Son of Late Sitanath Bala, (the owner herein), desirous to construct a Ground (Parking) + 4 Storied Residential Building upon his aforesaid plot of Land Measuring 0.0825 Acre, or more or less 5 Katha, appertaining to and forming part of R.S. Plot No. 11806, corresponding to L.R. Plot No. 918, recorded in R.S. Khatian No. 2529/1, corresponding to L.R. Khatian No. 807, Situated at Mouza – Siliguri (old) now Siliguri Dakshin-2 (new), J.L. No. 110(88) (old) now 93 (new), Sheet No. – 20, Paragana – Baikunthapur, within the Siliguri Municipal Corporation area under Ward No. 30, bearing Holding No. 446/507/115/519, Situated at Prafulla Chaki Sarani, Deshbandhu Para, Siliguri-734004, Police Station – Siliguri, registry office at Additional District Sub-Registrar Siliguri, in the District of Darjeeling, and is with “M/S. SUBHRADEEP ENTERPRISE” a registered Proprietorship Firm, represented by and through its Proprietor namely Sri Saibal Das Majumdar, Son of Sri Nishikanta Das Majumdar, (the developer herein), and therefore (the owner and the developer) both the parties have jointly entered into a registered Development Agreement, dated on 17th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from 81238 to 81270, being Deed No. 040202013 for the year 2021, and thereafter, they have also jointly entered into a registered a Development Power of Attorney, dated on 17th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from

81555 to 81577, being Deed No. 040202023 for the year 2021, to and in favor of the aforesaid developer as his constituted attorney.

9. WHEREAS thereafter the abovesaid (developer) namely “M/S. SUBHRADEEP ENTERPRISE” a registered Proprietorship Firm, represented by and through its Proprietor namely Sri Saibal Das Majumdar, Son of Sri Nishikanta Das Majumdar, construct a Ground (Parking) + 4 Storied Residential Building, upon the aforesaid plot of Land Measuring 0.0825 Acre, or more or less 5 Katha, as per Sanctioned Building Plan Permit vide No. SWS-OBPAS/0104/2023/2592, dated on 22/03/2024, duly approved by Siliguri Municipal Corporation, and hereinafter referred to as “**the said Premises**” and more fully and particularly mentioned and 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 owner 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. The Owner state that the said Premises has a good and marketable title and the Owner are exercising all rights of ownership thereupon free from all encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

10. The Owner herein and the Developer herein entered into a registered Development Agreement, dated on 17th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from 81238 to 81270, being Deed No. 040202013 for the year 2021, for the purpose of construction

Ground (Parking) + 4 Storied Residential Building on the said Premises according to the terms and conditions contained therein. Further, by virtue of a registered Development Agreement, dated on 17th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from 81238 to 81270, being Deed No. 040202013 for the year 2021, after that also registered a Development Power of Attorney, dated on 17th August, 2021, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2021, Pages from 81555 to 81577, being Deed No. 040202023 for the year 2021, the Owner herein appointed the Developer herein as his constituted attorney according to the terms and conditions contained therein.

11. The Owner and the Developer pursuant to the Development Agreement duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the vide **Sanction Building Plan No. SWS-OBPAS/0104/2023/2592, Plan Ground (Parking) + 4 Storied Residential Building, dated on 22/03/2024**, duly issued by **Siliguri Municipal Corporation**, in respect of the project known as **“JAYANTA KUTIR”**.
12. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at Siliguri on _____ under Registration No. _____**.
13. While in the course of construction the Developer's 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 _____, consisting of _____
 (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____
 (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**,
 along with One _____ **Car Parking space** being **Car Parking No.**
, situate at the _____ of the building, containing by
 estimation an area of _____ (_____) **Square Feet (Super Built**
Up Area) more or less, flooring _____, at the Project known as
“JAYANTA KUTIR”, hereinafter referred to as the said **“FLAT**
AND/OR 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.**

14. The said Flat along with the Covered Car Parking Space and/or 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 Owner and/or Developer's 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 _____, consisting of _____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.**, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet(Super Built Up Area)** more or less, flooring _____, at the Project as "**JAYANTA KUTIR**", 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 Owner and/or Developer's 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 Owner and/or Developer's 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 OWNER'S AND/OR DEVELOPER'S 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 Owner 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 Owner 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 Owner 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 Owner and/or Developer or any other Co-owners 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 Owner 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 Owner 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 Owner and/or Developer and all person's 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 Owner 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 Purchaser's in the manner aforesaid as by the Purchaser's, their heirs, executors or administrators and assigns shall be reasonably required.

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

1. The Purchasers admits and accepts that the **OWNER 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 Purchaser's consents to be a member of the Association of Unit Owner to be formed by the Owner 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 **OWNER AND/OR DEVELOPER** /and /or the Association of Unit Owner's in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNER 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 **OWNER AND/OR DEVELOPER** and /or the Association of Unit Owner's 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 **OWNER AND/OR DEVELOPER** and upon the formation of the association of Unit Owner's. 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 **OWNER AND/OR DEVELOPER** and upon the formation with the association of Unit Owner's 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-divides 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 Purchaser's 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 **OWNER AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER 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/DEVELOPER** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER 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 **OWNER AND/OR DEVELOPER** and/or any concerned authority.
- xx)** **NOT TO** raise any objection as and when the Owner 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 **OWNER AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owner and after the and /or the Association of Unit Owner 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 Owner 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 Owner 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 SCHEDULE 'A' ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of Land Measuring about 5 Katha or 0.0825 Acre, appertaining to and forming part of R.S. Plot No. 11806, corresponding to L.R. Plot No. 918, recorded in R.S. Khatian No. 2529/1, corresponding to L.R. Khatian No. 807, Situated at Mouza – Siliguri (old) now Siliguri Dakshin-2 (new), J.L. No. 110(88) (old) now 93 (new), Sheet No. – 20, Paragana – Baikunthapur, within the Siliguri Municipal Corporation area under Ward No. 30, bearing Holding No. 446/507/115/519, Situated at 103/695, A.P.C. Sarani, Gopal More, Deshbandhu Para, Siliguri-734004, Police Station – Siliguri, registry office at Additional District Sub-Registrar Siliguri, in the District of Darjeeling, in the State of West Bengal.

Which is butted and bounded as follows:-

By the North	:	20' Feet Wide S.M.C. Road;
By the South	:	Sold Land of Sri Harendra Kumar Das;
By the East	:	Shreya Apartment;
By the West	:	6' Feet Wide Passage then Three Storied Residential Apartment.

THE SCHEDULE 'B' 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 _____, consisting of _____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.**, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet(Super Built Up Area)**more or less, flooring _____, at the Project known as "**JAYANTA KUTIR**", 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 SCHEDULE 'C' ABOVE REFFERRED 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 Exits 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 SCHEDULE 'D' ABOVE REFFERRED TO:
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owner with other occupiers or Owner 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 Owner 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 SCHEDULE 'E' ABOVE REFFERRED 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-Owner 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-owner 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 **OWNER, DEVELOPER &**
PURCHASER'S at _____ in the
presence of:

WITNESS:

1.

**As the constituted attorney holder
of the Owner
SIGNATURE OF THE OWNER**

2.

SIGNATURE OF THE DEVELOPER'S

SIGNATURE OF THE PURCHASER'S

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'S

2.

Deed prepared and Drafted by:-