

e-Assessment Slip No – 200

/ 202

DEED OF CONVEYANCE

In the matter of **FLAT** measuring **Sq. Ft.**
Carpet Area and **Sq. Ft.** including Super Build
area on the **Floor**, having **Flat No –** along
with a Car Parking measuring **Sq. Ft.** on the
Ground Floor having Garage or Parking No – of

“HILL VIEW APARTMENT”

under Alipurduar Municipality, Ward Number - 1
Post Office & Police Station & District – Alipurduar,
West Bengal.

HILLS BUILDER & DEVELOPERS

Partner

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Partner

Above all are as Owner, Developer
and also As Constituted Attorney of -

1. Shri Biswajit Das &
2. Smt Soma Das.

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THIS DEED OF CONVEYANCE is made this the day of ' **202**

DISTRICT : Alipurduar

POLICE STATION : Alipurduar

MOUZA : Damanpur

AREA OF FLAT : **Sq. Ft.** Carpet Area and **Sq. Ft.** including Super Build area
at Floor along with a Car Parking or Garage at Ground Floor of
"HILL VIEW APARTMENT".

Total Consideration : Rs. /- (Rupees) Only.

BETWEEN

"HILLS BUILDER & DEVELOPERS", holding PAN Number - AAOFH9381D, a Partnership Firm, having its Registered Office at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, West Bengal, represented by its Partners **1. SHRI ANIRBAN SAHA**, holding Aadhaar Number – 2855 5758 1766, son of Shri Niranjan Saha, **2. SHRI NIRANJAN SAHA**, holding Aadhaar Number – 2568 5634 2630, son of Late Manamohan Saha, **3. SHRI ARUN KUMAR BISWAS**, holding Aadhaar Number – 8513 4734 0638, son of Late Abani Kumar Biswas, all are residing at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL **4. SHRI JHUTAN SAHA**, holding Aadhaar Number – 6942 9005 4171, son of Late Santosh Kumar Saha resident of Dhekiajuli, Ward Number 06, Post Office & Police Station – Dhekiajuli, District – Sonitpur, Pin – 784110 (ASSAM) and **5. SHRI RANA SAHA**, holding Aadhaar Number – 9275 5046 7094, son of Shri Manik Saha, residing at Collegepara, Road, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL, all are by Faith – Hindu, by Nationality – Indian and by Occupation – Business hereinafter called as the "**LAND OWNER / VENDOR / EXECUTANT / DEVELOPER / CONFIRMING PARTY**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and

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include its heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

1. SHRI BISWAJIT DAS, holding PAN Number – AHPD8594G, Aadhaar Number – 3962 6130 6218, Son of Late Karunamay Das, by Occupation – Private Service, residing at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, West Bengal, **2. SMT SOMA DAS**, holding PAN Number – DPWPD5012R, Aadhaar Number – 8918 8655 6907, wife of Shri Mahendra Das, by Occupation –Homemaker, residing at Village - Takagachh, Post Office – Takagachh, Police Station and District – Coochbehar, Pin – 736180, West Bengal, both are by faith Hindu, by Nationality – Indian hereinafter referred or called as the “**LAND OWNERS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns) of the **SECOND PART** represent herein by the **HILLS BUILDERS & DEVELOPERS** through its representatives as attorney of the principals by virtue of a Power of Attorney executed by them having Deed Number I- 6475 for the year 2022 registered at the Office of the Additional District Sub-Registrar, Alipurduar.

AND

SHRI _____, holding PAN No – _____, Aadhaar No – _____, Son of Late Chitta Ranjan Dey, by faith Hindu, by Profession – _____, by Nationality – Indian, resident of _____ Post Office & Police Station – _____, District – _____ PIN – _____, hereinafter called the **VENDEE / PURCHASER / ALLOTEE** (which expression unless be repugnant to the context be deemed to include all his legal heirs, representatives, successors, administrators and assigns) of the **THIRD PART**.

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“The Land Owners and Developer or Promoter and Purchaser shall hereinafter collectively be referred to as the ‘Parties’ and individually as a ‘Party’”

SHORT TITLE OR THE HISTORY OF PROPERTY: -

WHEREAS land owner namely Shri Biswajit Das of Collegepara, Ward Number - 03, Post Office & Police Station & District – Alipurduar is well entitled in possession of a piece of land measuring 0.09 acre (09 Decimal) under Mouza – DAMANPUR, having R.S. Plot Number - 78 and having L.R. Plot Number – 783, J.L. Number – 51, Police Station – Alipurduar, out of which 0.02 acre (02 Decimals) land he purchased by virtue of a Deed of Conveyance having permanent number I – 3329 for the year 1983 registered in the then Sub-Registrar, Alipurduar and 0.04 acre (04 Decimals) land he received from his mother by way of a Gift Deed having permanent number I – 2790 dated 23-09-2020 registered at the Additional district Sub-Registrar, Alipurduar which she purchased during the year 1983 having permanent document number I – 3328 registered at the then Sub-Registrar, Alipurduar and the remaining 0.03 acre (03 Decimals) of land by way of an another Gift Deed from his brother having permanent number I – 3026 dated 09-10-2020 registered at the Additional district Sub-Registrar, Alipurduar which he purchased vide 04 nos of Sale deed having permanent numbers I – 3330, I-3331, I-3332 and I-3333 for the year 1983, all are registered at the then Sub-Registrar, Alipurduar, District – Alipurduar and duly mutated the same in his name at the Block Land & Land Reforms Office, Alipurduar – I in Land Reforms (L.R.) Khatian Number - 9698 within the limits of Alipurduar Municipality Ward Number - 03.

ANDWHEREAS one namely Karunamay Das of Collegepara, Post Office & Police Station & District – Alipurduar was well entitled in possession of a piece of land measuring 0.05 acre (05 Decimal) under Mouza – DAMANPUR, R.S. Plot Number 78, L.R. Plot Number – 783, J.L. Number – 51, Police Station – Alipurduar by virtue of five Deed of Conveyance having permanent numbers I – 4853, I – 4854, I – 4855, I – 4856 and I – 4857 for the year 1990 registered at the then Sub-Registrar, Alipurduar, District – Jalpaiguri (Presently Alipurduar) within the limits of Alipurduar Municipality Ward Number - 03.

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ANDWHEREAS the said Karunamay Das died intestate leaving behind his wife namely Smt Dulu Rani Das and two sons namely (1) Shri Biswajit Das and (2) Shri Chinmay Das and his two daughters namely (1) Smt Manju Das and (2) Smt Falguni Paul as his only remaining legal heirs in possession upon the above-mentioned property measuring 0.05 acre or 05 decimals. ANDWHEREAS from the above said successors by successors-in-interest and in possession (1) Smt Dulu Rani Das, (2) Shri Biswajit Das, (3) Smt Manju Das and (4) Smt Falguni Paul gifted their portion of land in favour of their brother namely Shri Chinmay Das by virtue a Gift deed registered at the Additional District Sub-Registrar, Alipurduar bearing Deed Number I-5362 dated 10-10-2014 and after accepting the gift he mutated the same in his present L.R. Khatian Number – 7663 and also mutated his portion of share received through successors-in-interest and in possession in separate L.R. Khatian Number – 11682.

ANDWHEREAS after acquiring the land measuring in total 0.05 acre (05 Decimals) through the above mentioned manner he sold a portion of land measuring 0.04 acre (04 Decimals) to Smt Soma Das (The land Owner no 2) by virtue of a Deed of Conveyance having permanent number I – 4333 dated 01-09-2017 registered at the Additional District Sub-Registrar, Alipurduar and after owning the rights through the Deed of Conveyance she mutated the same in her name at the Block Land and Land Reforms Office Alipurduar – I in L.R. Khatian Number – 8289.

ANDWHEREAS the above mentioned Shri Chinmay Das sold his remaining portion of land measuring 0.01 acre (01 Decimals) in favour of HILLS BUILDER AND DEVELOPERS (The land Owner No 03 herein) represented by its partners by virtue of a Deed of Conveyance having permanent number I – 1530 dated 28-03-2023 registered at the District Sub-Registrar, Alipurduar and after owning the rights through the Deed of Conveyance the mutated the same in their firm name at the Block Land and Land Reforms Office Alipurduar – I in L.R. Khatian Number – 11800.

DEFINITIONS: -

NOWWHEREAS the Owners of the land are sufficiently entitled to all those pieces or parcels

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of land or ground situate lying and being at Damanpur, Post Office & Police Station & District Alipurduar, PIN - 736121 (West Bengal) admeasuring 14 decimal or thereabouts and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the said property)

ANDWHEREAS the Hills Builder & Developers and the owners Shri Biswajit Das & Smt Soma Das being desirous of developing and exploiting commercially upon the property mentioned herein the owners under the consideration approached the developer and the developer also have agreed upon for their mutual benefit.

ANDNOWWHEREAS The owners have agreed to grant the Developer and the Developer has agreed to accept from the owner's exclusive rights of development of their portion of land also, a Development Agreement was registered at the Additional District Sub-Registrar Office Alipurduar, vide DEED No. I-6452 for the year 2022 upon the terms and subject to the conditions described in the agreement.

AND WHEREAS The owners have entered into a "REAL EASTE DEVELOPMENT AGREEMENT" with the developer "**HILLS BUILDER & DEVELOPERS**" and to facilitated the aforesaid promoting and developing business smoothly, in terms of the said agreement, they have further agreed to confer certain necessary exclusive and absolute power to HILLS BUILDER & DEVELOPERS represented by its partners **1. SHRI ANIRBAN SAHA**, son of Shri Niranjana Saha, **2. SHRI NIRANJAN SAHA**, son of Late Manamohan Saha, **3. SHRI ARUN KUMAR BISWAS**, son of Late Abani Kumar Biswas, all are residing at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL **4. SHRI JHUTAN SAHA**, son of Late Santosh Kumar Saha resident of Dhekiajuli, Ward Number 06, Post Office & Police Station – Dhekiajuli, District – Sonitpur, Pin – 784110 (ASSAM) and **5. SHRI RANA SAHA**, son of Shri Manik Saha, residing at Collegepara, Road, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL, vide a Development Power of Attorney being Deed being no I-6475 for the year 2022.

AND WHEREAS the Developer herein entitled to contained erect and complete and / or cause to be constructed, erected and completed the building consisting of several self-

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contained Flat/ Unit/ Apartment/ Car Parking space capable of being held and/ or enjoyed / or transferred and/ or sale Developers share of Apartments independently on the said premises (hereinafter called the said “HILL VIEW APARTMENT”).

AND WHEREAS in pursuance of the Development Agreement, the owner executed the above-mentioned Power of Attorney to do the needful upon their portion also for and on behalf of the owner and thereafter the Developer applied and got Sanction Building plan sanctioned by the Alipurduar Municipality Vide Building Permit Number **SWS-OBPAS/0301/2023/0419** dated – 02.02.2024 and the Developer herein completed the construction of the said building as habitable conditions.

ANDWHEREAS The Developer as Owner and also as attorney is fully competent to enter into any Agreement or Title and all legal formalities with respect to the right, title and interest of the owner regarding the said Land on which Project is to be constructed have been completed.

ANDNOWWHEREAS the Purchaser/s herein have applied for an Apartment with a Garage in the Project and under the above scheme of development, the Developer herein has agreed to grant to sale and the Purchaser/s herein has agreed to purchase ALL THAT the Flat/ Unit/ Apartment on the FLOOR admeasuring an area Sq. Ft. Carpet and Sq. Ft. including Super Build-up more or less with a Car Parking at GROUND FLOOR admeasuring an area Sq. Ft. along with undivided proportionate share of land attributable to the said flat of the new constructed building at the said premises more fully described in the SECOND SCHEDULE hereunder written from Developer’s Allocation in lieu of the total consideration value of Flat Rs. /- (Rupees Lakh) Only free from all encumbrance.

At or before entering into this agreement the purchaser have:

- a) Fully satisfied himself as to the title of the owner and right of the Developer.
- b) Inspected the said Deeds and documents and understood the contents and purports thereof.
- c) Inspected the map or plan sanctioned by the Alipurduar Zilla Parishad.

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- d) Satisfied himself as to the total area comprised in the said Flat / Unit.
- e) Satisfied himself as to the materials/ specifications to be used in construction of the said Flat/ Unit/ Building.
- f) Fully satisfied himself as to the authority of the Developer herein to sell and transfer the said Flat/ Unit and the properties Appurtenances thereto and have agreed not to raise any objection whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH THAT: -

In pursuance of the above mentioned manner and in consideration of the sum of Rupees /- (Rupees Lakh) Only paid by the Purchaser/s to the Developer at or before the execution of these presents (the receipt whereof the Developer doth hereby and well as by the memo hereunder written admits and acknowledge towards the construction costs of the Unit of the proportionate share of the land along with the common portions (proportionately) and of and from the payment of the same and every part thereof for ever release discharge and acquit the Purchaser/s and the said Unit and the properties appurtenant thereto), the Developer doth hereby grant, sell, convey, transfer assign and assure unto the Purchaser/s and the Developer doth hereby confirm such sale of ALL THAT the Flat/ Unit/ Apartment on the Floor, admeasuring an area Sq. Ft. Carpet and Sq. Ft. including Super Build-up more or less with a Car Parking at GROUND FLOOR admeasuring an area Sq. Ft. along with undivided proportionate share of land attributable to the said Flat of the new constructed building known as "HILL VIEW APARTMENTS") at the said premises as more fully described in the SECOND SCHEDULE hereunder written TOGETHER WITH all yards, areas, sewers, drain ,water, water courses, paths, passages, right, light liberties, privileges, easements, appendages and appurtenances whatsoever thereunto belonging or in any wise appertaining thereto or that the same or any part thereof is usually held, used, occupied, enjoyed or accepted or reputed or known as

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part or parcel or member thereof or appurtenant thereto AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor/Developer into upon or in respect of the said Unit and properties appurtenant thereto including the undivided share and the reversion or reversions, remainder or reminders and all rents issues and profits thereof AND ALSO TOGETHER WITH the free unfettered, transferable and heritable right to have the Unit and the common portions proportionately constructed and made habitable and tenantable and to own use occupy and enjoy the same as absolute owner thereof AND ALSO TOGETHER with the easements or quasi easements and other stipulations and provisions in connection the beneficial use and enjoyment of the Unit hereunder written **TO HAVE AND TO HOLD** the same and every part thereof and all other properties rights and benefits hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the purchaser/s absolutely and forever free from all encumbrances liens Lis pendens and attachments whatsoever BUT SUBJECT to the purchaser/s covenant herein contained AND ALSO EXCEPTING AND RESERVING unto the vendor, Developer and the co-owner's such easement and quasi easements rights and privileges.

II. THE VENDORS DOTH HEREBY CONVENIENT WITH THE PURCHASER/S as follows: -

- i) That notwithstanding any act deed matter or thing by the Vendors done or executed or knowingly suffered to the contrary, the Vendors is now lawfully and rightfully and absolutely seized and possessed or and / or otherwise well and sufficiently entitled to the Undivided share and all other properties benefits and rights and each and every part thereof hereby granted, sold, conveyed, transferred, assigned and assured unto and to the purchaser/s in the manner aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever to alter, defect, encumber or make void the same.

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- ii) AND THAT notwithstanding any such act deed matter or thing whatsoever done as aforesaid the Vendors now hath good rightful power and absolute authority to grant sell convey transfer assign and assure the undivided share and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assure unto and to the purchaser/s in the manner aforesaid according to the true intend and meaning of these presents.
- iii) AND THAT the Purchaser/s shall and may from time to time and at all times hereafter peaceably and quietly hold, possess, used and enjoy the said Unit and the properties appurtenant that to including the undivided share and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser/s in the manner aforesaid and to receive all rents, issues and profits thereof without any lawful hindrance, eviction, interruption, disturbances, claim and demand whatsoever from or by the Vendors or any person lawfully or equitably claiming from under or in trust for the Vendors and thus the Purchaser/s becomes the absolute owner of the Flat with right to transfer, sell, mortgages, lease, gift, exchange or to let out the said Flat in part or in full.
- iv) AND THAT the said Unit and the properties appurtenant thereto including the undivided share and all other properties benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claims, demands, encumbrances, liens, lis pendens, attachments, leases, uses, debitters or trusts maid or suffered by the Vendor or any person having or lawfully claiming any estate or interest therein from under or in trust for the Vendors.
- v) AND THAT the Vendors shall indemnify and keep the Purchaser/s saved harmless and indemnified against all estate, charges, encumbrances, liens, lis pendens, attachments use, debitters, trusts, created or made by the vendor or any person lawfully or equitably or rightfully claiming as aforesaid from the vendor and all claims, demand, action and proceedings as may be occasioned by reason thereof.

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- vi) AND FURTHER THAT the Vendors and all person having or rightfully claiming any estate or interest in the undivided share or any part thereof from time to time and at all times hereafter at the request and at the costs of the purchaser/s do and execute all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the undivided share and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Purchasers in the manner aforesaid as shall or maybe reasonably required by the Purchaser/s.
- vii) AND ALSO, THAT the vendors have not at any time done or executed or knowingly suffered or being party or privy to any act deed matter or thing whereby the undivided share and all other properties, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof can or maybe impeached encumbered or suffered in title.

III. AND THE DEVELOPER DOTH HEREBY CONVENENT WITH THE PURCHASER/S as follows:

- i) That the Developer has duly completed the construction of the Unit for and on behalf of the Purchaser/s wholly and the common portions for and on behalf of the co-owners proportionately and has since delivered vacant possession of the Unit to the Purchaser/s.
- ii) That the consideration of Rupees /- (Rupees Lakh) Only towards costs of construction of the Unit and the share of land and the common portions (proportionately) and all amounts payable by the purchaser/s to the Developer for sell towards such reimbursement of the consideration for sell of the undivided share and the cost of the Unit and the common portions proportionately has fully been paid and the Developer has no claims towards the same from the Purchaser/s.
- iii) That the Developer now hath no right title or interest of any nature whatsoever in the Unit, and the common portion proportionately.
- iv) That the Developer doth hereby confirmed the sell made by the vendors in favour of the purchaser/s by this presents.
- v) That the works relating to common purposes be not transferred to the co-owners, the

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Developer shall manage and maintain the common portion and do other acts relating to common purposes by itself or through its nominee or nominees in the proper and decent manner at the expenses of the co-owners (including the Purchaser/s) and upon such handing over the maintenance of the common portions and other acts relating to common purpose shall be the responsibility of the co-owners (including the Purchaser/s).

IV. AND THE PURCHASER/S DO TH HEREBY CONVENENT WITH THE VENDORS AND THE DEVELOPER as follows: -

- a) That the Purchaser/s shall never claim partition of the undivided share and the same shall always remain impartible.
- b) That apart from the said Unit and the properties appurtenant that to the Purchaser/s shall not have nor shall claim any right title or interest of any nature whatsoever in any other part or parts of the building and the land save and subject to the right to use the common portion in common with the co-owners.
- c) The Purchaser/s shall observe fulfil and perform all the rules and regulation as maybe framed for the beneficial use and enjoyment of the Unit and for the common purposes by the Developer, Vendors and / or the co-owners.
- d) That the Purchaser/s inspected the title in respect of the said land and also the Building and the Unit and its fully satisfied about the same and the construction of the building including the Unit and the common portions.
- e) To cooperate with the developer and the co-owners in the acts relating to common purposes.
- f) To allow the developer and its workmen to enter into the Unit and the other parts for caring out the works required for common purposes upon reasonable notice to the Purchaser/s.
- g) To pay proportionate share of the common expenses regularly and punctually.
- h) To pay regularly and punctually all outing and the revenue rates and taxes in respect of the Unit and the land and the common portion proportionately for the period after date

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of delivery.

- i) To pay regularly for all changes for the electricity consumed in the said Unit wholly and the common parts proportionately.
- j) To keep and maintain the Unit periphery walls, partition walls, sewers, drains pipes and appurtenances within the Unit in a good state of repair and conditions.
- k) Not to use the Unit to permit use of the same for any other purpose other than for residential purpose.
- l) Not to store in the Unit any goods or hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as be required for normal residential purposes.
- m) Not to do anything in the said Unit which may cause or tend to cause damage to any flooring or ceiling or any Unit over or below or adjacent to the said Unit or in any manner interfere with the use and enjoyment thereof or any open space passage, stairs, landings or other amenities available for common use.
- n) Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said Unit or any part thereof which may cause inconvenience to the co-owners and contradictory to the sanctioned Plan.
- o) Not to change the outer elevation of the building or decorate the exterior of the Unit otherwise that in the manner similar to which the same is at present decorated.
- p) All payments to be made by the Purchaser/s as mentioned above shall be made from time to time and within seven days of a bill of demand being sent to the Purchaser/s.
- q) So long as the said Unit and be not separately assessed for Municipal revenue rates and taxes, the Purchaser/s shall pay to the Developer proportionate share of the Municipal Revenue rates and taxes as be assessed for the land and the building and the liability for such payment by the Purchaser/s to the Developer shall accrue from the date of deliver.
- r) The Purchaser/s shall have no right to park any two-wheeler on the court yard of the said premises.
- s) That after registration of the flat in favour of the purchaser/s and or other Flat owners

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will form a SOCIETY for the said building.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(SCHEDULE 'A' / SAID PREMISES)**

ALL THAT piece and parcel of the land measuring an area **14 Decimals** be the same a little more or less lying and situated at **Mouza – DAMANPUR**, Jurisdiction List Number (J.L.) – 51, pargana Baksa, Block Land & Land Reforms Office Alipurduar- I under Land Reforms **(L.R.) Khatian Numbers – 9698, 8289 & 11800**, in Revisional Settlement (R.S.) Plot Number – 78, Land Reforms **(L.R.) Plot Number - 783** within the present limit of the Alipurduar Municipal Corporation, under Alipurduar Police Station, in the District of Alipurduar, West Bengal and the said land is butted and bounded by:-

On the North: Municipal Pucca Road. **On the South:** Land of Ashim Paul, **On the East:** Land of Rabi Dutta & **On the West:** Land of Usha Rani Biswas.

**THE SECOND SCHEDULE ABOVE REFERRED TO
(SAID UNIT PURCHASED BY SHRI
/ SCHEDULE 'B')**

ALL THAT the Flat / Unit/ Apartment on the _____ corner of _____ **FLOOR**, having **Flat Number** – _____, admeasuring an area _____ Square Feet Carpet and _____ including Super Build-up more or less with a Car Parking or Garage at **GROUND FLOOR** admeasuring an area _____ Square Feet having Garage No – _____ in the new building known as “**HILL VIEW APARTMENT**” described herein along with undivided proportionate share of land attributable to the said Flat with right to use the common portion of the said new building at Sovaganj within the present limit of the Alipurduar Municipality, under Alipurduar Police Station, in the District of Alipurduar, West Bengal.

HILLS BUILDER & DEVELOPERS

Partner

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Partner

Above all are as Owner,
Developer and also As Constituted
Attorney of -

1. Shri Biswajit Das &
2. Smt Soma Das.

THE THIRD SCHEDULE ABOVE REFERRED TO (SPECIFICATION OF THE FLAT / SCHEDULE 'C')

- I. **STRUCTURE:** Building Designed with R.C.C. frame structure rests on individual column foundation as per structural design approved by the competent Authority;
- II. **EXTERNAL WALL:** 5-inch-thick wall and Plastered with Cement Mortar;
- III. **INTERNAL WALL:** 5-inch-thick wall and Plastered with Cement Mortar;
- IV. **FLOORING:** All the Flooring will be of vitrified tiles 2X2 feet with 4/6-inch skirting;
- V. **KITCHEN:** Cooking platform and sink will be of SS, 4.5 feet Glazed Tiles above the platform to protect the oil spot and 1 (One) S.S. make C.P. bib cocks' point will be provided;
- VI. **TOILET AND OTHERS:** Commode with E.W.C. Cistern in Common Toilet and another of western type commode with PVC cistern in privy along with two S.S. make C.P. bib cocks' point, Hot and Cold plumbing water lines in common washroom, single plumbing waterline in attached washroom, One Shower point will be provided. One Wash hand Basin in Dining Space and Loft Doors will be of Standard PVC Make;
- VII. **DADO / SKIRTING:** The toilet dado up to loft height with 6.5 feet glazed tiles of standard brand;
- VIII. **BALCONY:** 3.5 feet railing (if any);
- IX. **DOORS:** All Doors Frame of good quality Sal Wood, Main entrance Door will be TATA Prabesh and other will be 30mm thick Century plywood finished Door and Toilet doors will be P.V.C. door with all fittings;
- X. **WINDOW:** Aluminium Frame Sliding/Open type with M.S. Grill and Glass Covering;
- XI. **SANITARY SYSTEM:** Complete with Standard P.V.C. Pipe for all Fittings;
- XII. **ELECTRICAL WORKS:** Full Concealed Wiring with Standard (i.e., Pritam) PVC Insulated Copper Conduct; One Calling Bell Point outside of the Main Door; Lift Arrangement with all facilities; other fittings are upon the cost of the purchaser/s.
- XIII. **PAINTING:** Inside wall of the Flat will be Putty/Paris Finish and External wall with proper Water Proofing with Standard Material and Colouring;

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Developer and also As Constituted
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THE FOURTH SCHEDULE ABOVE REFERRED TO (THE COMMON AREAS / SCHEDULE 'D')

1. AREA:

Open and / or covered paths and passages save and except the areas exclusively reserved for the other Purchaser / Purchasers.

Lobbies and stair cases and roof.

Lift machine room.

Durwan's Quarters, if any.

2. WATER AND PLUMBING:

Water overhead reservoirs, water tank, water pipes (save those inside any Unit)

3. ELECTRICAL INSTALLATION:

Wiring and accessories for lighting of common area.

Pump, Motor and Generator; Lift and Lift machine.

4. DRAINS:

Drains, sewers, pipes and septic tank.

5. OTHERS:

Other common areas and installations and / or equipment's as are provided in the new building for common use and / or enjoyment.

Save and except as aforesaid all open / covered spaces and portions of the new building shall absolutely belong to the developer who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the Purchaser/s or any person claiming through them.

THE FIFTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES / SCHEDULE 'E')

1. **MAINTENANCE:** All cost of maintaining, operating, replacing, repairing, whit-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common areas, including the exterior or the interior (but not inside of any Unit) walls of the said building.
2. **OPERATIONAL:** The changes for the electrical energy consumed and all other expenses for running and operating all the machinery, equipment and installations comprised in the common areas including pumps and other common installation including their license

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fees, taxes and other levies (if any) and the lights of the common areas.

3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, clerks, security personnel, lift man, sweepers, plumbers, electricians etc. including their requisites bonus and other emoluments and benefits.
4. **ASSOCIATION:** Shall mean establishment and all other expenses of the association, including its formation, office and miscellaneous expenses and also similar expenses of the developer until handing over maintenance to the association.
5. **INSURANCE:** All expenses for insuring the said building and / or the common areas, inter alia against earthquake, fire, mob violence, damages, civil promotion etc.
6. **FIRE FIGHTING:** Costs of installing and operating the firefighting equipment's and personnel, if any.
7. **COMMON UTILITIES:** All charges and deposits are for supplies of common utilities to the co-owners, in common.
8. **LITIGATION:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
9. **RATES AND TAXES:** Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the land and the said building SAVE those separately assessed on the Purchaser/s.
10. **RESERVES:** Creation of fund for replacements, renovation and other periodic expenses.

Color Picture and thumb Impression of both hands (Ten Fingers) of "VENDOR / DEVELOPERS" and "VENDEE/S / PURCHASER/S" taken in the separate sheet are to be considered as part of the DEED OF CONVEYANCE.

The **DEED OF CONVEYANCE** of parties have been prepared under instruction of parties of the deed and this has been read over to the both parties who admit the same to be correct and true.

IN **WITNESS WHEREOF** the parties hereto have set and subscribed their respected signatures in good and sound health and mind on this the day of **2024** at the Office of the **ADDITIONAL or DISTRICT SUB-REGISTRAR, ALIPURDUAR.**

SIGNED SEALED AND DELIVERED AT ALIPURDUAR IN PRESENCE OF:

WITNESSES: -

HILLS BUILDER & DEVELOPERS

1.

Partner

HILLS BUILDER & DEVELOPERS

Partner

HILLS BUILDER & DEVELOPERS

Partner

HILLS BUILDER & DEVELOPERS

Partner

HILLS BUILDER & DEVELOPERS

Partner

**Above all are as Owner, Developer
and also As Constituted Attorney of -**

3. Shri Biswajit Das &

4. Smt Soma Das.

Signature of the **VENDOR / EXECUTANT / DEVELOPER**

Drafted by me as per instructions of the parties and typed on 1 page of N.J. Stamp and 16 pages of Demy and then read over and explained to all the parts of this deed by me in presence of the witnesses.

Signature of the **PURCHASER**

 **ADVOCATE**
ALIPURDUAR COURT