

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS EXECUTED ON THIS THE _____ DAY
OF _____, TWO THOUSAND AND TWENTY-SIX (2026).**

- BY AND BETWEEN-

(1) SRI GOPAL ROY [AADHAR NO. 8353 1140 2891] [PAN NO. GFNPR8997K], Son of Late Anil Krishna Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 86, Ambika Chakraborty Sarani, Dakshin (South) Bharatnagar, Siliguri, Under Ward No. 24 of Siliguri Municipal Corporation Area, Post Office & Police Station – Siliguri, Pin Code – 734004, District – Darjeeling, in the State of West Bengal, **(2) SRI GOUTAM ROY [AADHAR NO. 9984 0596 9661] [PAN NO. ACGPR0354L],** Son

of Late Anil Krishna Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 55, Shreema Sarani, Near Dadgupta Optical, Babupara, Siliguri, Under Siliguri Municipal Corporation Area, Post Office & Police Station – Siliguri, District – Darjeeling, in the State of West Bengal, **(3) SMT. MINATI MANDAL [AADHAR NO. 5869 5818 4270] [PAN NO. CBTPM7219R]**, Wife of Sri Prasanta Kumar Mandal & Daughter of Late Anil Krishna Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at 55, Shreema Sarani, Near Dadgupta Optical, Babupara, Siliguri, Under Siliguri Municipal Corporation Area, Post Office & Police Station – Siliguri, District – Darjeeling, in the State of West Bengal, **(4) SMT. JHARNA BISWAS [AADHAR NO. 8106 0909 6864] [PAN NO. AXKPB7960P]**, Wife of Sri Mihir Kanti Biswas & Daughter of Late Anil Krishna Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Sarat Pally, Hridaypur, Barasat, Post Office – Hridaypur, District – North 24 Parganas, in the State of West Bengal, **(5) SMT. KANAN DEY ROY [AADHAR NO. 9485 5336 2476] [PAN NO. BIZPD1084P]**, Wife of Late Arabinda Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Dakshin (South) Shantinagar, Siliguri, Under Dabgram Gram Panchayat Area, Post Office & Police Station – Siliguri, District – Jalpaiguri, in the State of West Bengal, **(6) SMT. SOMA ROY [AADHAR NO. 8821 3177 9121] [PAN NO. CLLPR8787F]**, Daughter of Late Arabinda Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Dakshin (South) Shantinagar, Siliguri, Under Dabgram Gram Panchayat Area, Post Office & Police Station – Siliguri, District – Jalpaiguri, in the State of West Bengal, **(7) SMT. ITI ROY [AADHAR NO. 3845 8087 4886] [PAN NO. EOEPR6470D]**, Wife of Late Ardhendu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Baribhasa, Sahudangt Hat, Siliguri, Under Gram Panchayat Area, Post Office & Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, **(8) SMT. SNIGDHA KUNDU [AADHAR NO. 3662 6762 7871] [PAN NO. DBCPK1205B]**, Daughter of Late Ardhendu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Baribhasa, Sahudangt Hat, Siliguri, Under Gram Panchayat Area, Post Office & Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, **(9)**

SMT. SMITA BARMAN [AADHAR NO. 4572 3119 3928] [PAN NO. FYSPB9595L], Daughter of Late Ardhendu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Bhaktinagar, Siliguri, Under Siliguri Municipal Corporation Area, Post Office & Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, **(10) SMT. ANINDITA ROY [AADHAR NO. 6463 8052 4757] [PAN NO. BWXPR729G]**, Daughter of Late Amalendu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Baribhasa, Sahudangt Hat, Siliguri, Under Gram Panchayat Area, Post Office & Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, **(11) SMT. DEEPIKA ROY [AADHAR NO. 3883 5314 0401] [PAN NO. DSFPR5874B]**, Daughter of Late Amalendu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Baribhasa, Sahudangt Hat, Siliguri, Under Gram Panchayat Area, Post Office & Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, **(12) SMT. RITA ROY [AADHAR NO. 2454 4414 3170] [PAN NO. DJJPR1176M]**, Wife of Late Amalendu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Baribhasa, Sahudangt Hat, Siliguri, Under Gram Panchayat Area, Post Office & Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, **(13) SMT. APARUPA ROY BASAK [AADHAR NO. 4495 3095 0521] [PAN NO. CAUPB1104J]**, Daughter of Late Amalendu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Baribhasa, Sahudangt Hat, Siliguri, Under Gram Panchayat Area, Post Office & Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, **(14) SMT. DIPALI SARKAR [AADHAR NO. 8375 4455 3333] [PAN NO. QLSPS9414M]**, Wife of Sri Manindra Nath Sarkar, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Gitanjali Park, Rajbari Colony, Under North Dumdum Municipal Corporation Area, Post Office & Police Station – Bhaktinagar, District – North 24 Parganas, in the State of West Bengal, **(15) SRI ABHIJIT ROY [AADHAR NO. XXXXXXXXXXXXX] [PAN NO. XXXXXXXXXXXXX]**, Son of Late Paltu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Ambika Chakraborty Sarani, Near Bharat Nagar Athletics Club, Dakshin (South) Bharatnagar, Siliguri, Under

Ward No. 24 of Siliguri Municipal Corporation Area, Post Office & Police Station – Siliguri, Pin Code – 734004, District – Darjeeling, in the State of West Bengal, **& (16) SMT. MOU ROY [AADHAR NO. ~~XXXXXXXXXXXX~~] [PAN NO. ~~XXXXXXXXXX~~]**, Daughter of Late Paltu Roy, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Ambika Chakraborty Sarani, Near Bharat Nagar Athletics Club, Dakshin (South) Bharatnagar, Siliguri, Under Ward No. 24 of Siliguri Municipal Corporation Area, Post Office & Police Station – Siliguri, Pin Code – 734004, District – Darjeeling, in the State of West Bengal, hereinafter jointly called and referred to as the **“LAND OWNER’S”** (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’s herein is represented by their Constituted Attorney duly namely **“M/S. S.P. CONSTRUCTION” [PAN NO. ADWFS4097C]**, a Partnership Firm, and having its registered office at Deshbandhu Para, Siliguri, Post Office & Police Station – Siliguri, Pin Code – 734014, District – Darjeeling, in the State of West Bengal, represented by and through its Partner’s namely, **(1) SRI SUBRATA JOARDER [AADHAR NO. 3813 8670 6045] [PAN NO. AFSPJ9341Q]**, Son of Late Kishor Chandra Joarder, by Religion – Hindu, by Occupation – Business, by Nationality – Indian and residing at Deshbandhu Para, Siliguri, Post Office & Police Station – Siliguri, Pin Code – 734014, District – Darjeeling, in the State of West Bengal, **& (2) SRI PRABIR SAHA [AADHAR NO. 6162 5182 0791] [PAN NO. AVPPS4208N]**, Son of Sri Pradip Kumar Saha, by Religion – Hindu, by Occupation – Business, by Nationality – Indian and residing at Deshbandhu Para, Siliguri, Post Office & Police Station – Siliguri, Pin Code – 734014, District – Darjeeling, in the State of West Bengal, and by virtue of a two separate registered Development Agreement, (i) Development Agreement, dated on 19th January, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 7722 to 7775, being Deed No. 040200125 for the year 2023 &

(ii) Development Agreement, dated on 14th March, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 18576 to 18603, being Deed No. 040200492 for the year 2023, after that they have also executed a two separate registered Development Power of Attorney, (i) Development Power of Attorney, dated on 09th February, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 12058 to 12099, being Deed No. 040200223 for the year 2023, (ii) Development Power of Attorney, dated on 16th March, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 19742 to 19760, being Deed No. 040200500 for the year 2023, according to the terms and conditions contained therein.

AND

“M/S. S.P. CONSTRUCTION” [PAN NO. ADWFS4097C], a Partnership Firm, and having its registered office at Deshbandhu Para, Siliguri, Post Office & Police Station – Siliguri, Pin Code – 734014, District – Darjeeling, in the State of West Bengal, represented by and through its Partner’s namely, **(1) SRI SUBRATA JOARDER [AADHAR NO. 3813 8670 6045] [PAN NO. AFSPJ9341Q]**, Son of Late Kishor Chandra Joarder, by Religion – Hindu, by Occupation – Business, by Nationality – Indian and residing at Deshbandhu Para, Siliguri, Post Office & Police Station – Siliguri, Pin Code – 734014, District – Darjeeling, in the State of West Bengal, **& (2) SRI PRABIR SAHA [AADHAR NO. 6162 5182 0791] [PAN NO. AVPPS4208N]**, Son of Sri Pradip Kumar Saha, by Religion – Hindu, by Occupation – Business, by Nationality – Indian and residing at Deshbandhu Para, Siliguri, Post Office & Police Station – Siliguri, Pin Code – 734014, District – 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, (the first part), Smt. Rani Bala Roy, Wife of Anil Krishna Roy, was the absolute owner of all that piece or parcel of total Land Measuring 17 Decimal, appertaining to and forming part of R.S. Plot No. 12291, recorded in R.S. Khatian No. 4273, Situated at Mouza – Siliguri, J.L. No. 110, R.S. Sheet No. 20, Pargana Baikunthapur, within the jurisdiction of Police Station – Siliguri, in the District of Darjeeling, by virtue of a registered Deed of Sale, dated on 1960, registered at the office of Sub-Registrar Siliguri, and recorded in Book No. I, being Deed No. I-2265 for the year 1960, executed by from someone, and she was possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charge whatsoever.

2. WHEREAS, being owner in such possession said, Smt. Rani Bala Roy, Wife of Anil Krishna Roy, during her lifetime sold and transferred her some portion of plot of Land Measuring 4.4 Decimal, out of her total landed property, appertaining to and forming part of R.S. Plot No. 12291, recorded in R.S. Khatian No. 4273, Situated at Mouza – Siliguri, J.L. No.110, R.S. Sheet No. 20, Pargana Baikunthapur, within the jurisdiction of Police Station – Siliguri, in the District of Darjeeling, and she was possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charge whatsoever, and the owner herein.

3. Hence, being owner in such possession said, Rani Bala Roy, died intestate, dated on 12th December, 2007, and her husband namely Anil Krishna Roy, was also died intestate, dated on 23rd July, 2008, and leaving behind them their legal heirs, their six Sons namely (i) Sri Paltu Roy (ii) Sri Goutam Roy, (iii) Sri Gopal Roy, (iv) Sri Arabinda Roy, (v) Sri Amalendu Roy, (vi) Sri Ardhendu Roy, and three Married Daughter's namely (vi) Smt. Dipali Sarkar, (vii) Smt. Minati Mandal & (viii) Smt. Jharna Biswas, entitled to succeed to their property according to Hindu Law and such as above named legal heirs jointly inherited of landed property, (all were jointly inherited 1/9th undivided & unpartitioned share of plot of landed property), undivided share of land, left by Rani Bala Roy & Anil Krishna Roy and abovesaid named legal heirs became the joint owner's of the aforesaid total landed property, as their only legal heirs and successors as per provision of Hindu Succession Act, 1956.

4. Hence thereafter, by virtue of inheritances said, Arabinda Roy, died intestate, dated on 01st August, 2014, and leaving behind him his legal heirs, his Wife namely (i) Smt. Kanan Dey Roy, and one Daughter namely (ii) Smt. Soma Roy, entitled to succeed to his property according to Hindu Law and such as above named legal heirs jointly inherited of landed property, both are jointly inherited 1/2nd undivided & unpartitioned share

- of plot of landed property), undivided share of land, left by Arabinda Roy and abovesaid named legal heirs became the joint owner's of the aforesaid total landed property, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956.
5. Hence therefore, by virtue of inheritances said, Amalendu Roy, died intestate, dated on 13th December, 2006, and leaving behind him his legal heirs, his Wife namely (i) Smt. Rita Roy, and three Daughter's namely (ii) Smt. Aparupa Roy, (iii) Smt. Anindita Roy, (iv) Smt. Deepika Roy, entitled to succeed to his property according to Hindu Law and such as above named legal heirs jointly inherited of landed property, all were jointly inherited 1/4th undivided & unpartitioned share of plot of landed property), undivided share of land, left by Amalendu Roy and abovesaid named legal heirs became the joint owner's of the aforesaid total landed property, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956.
 6. Hence thereafter, by virtue of inheritances said, Paltu Roy, died intestate, dated on 08th February, 2023, and his Wife namely Swapna Roy, was also died intestate, dated on 25th November, 2014, and leaving behind them their legal heirs, their one Son namely (i) Sri Abhijit Roy, and one Daughter namely (ii) Smt. Mou Roy, entitled to succeed to their property according to Hindu Law and such as above named legal heirs jointly inherited of landed property, (both are jointly inherited 1/2nd undivided & unpartitioned share of plot of landed property), undivided share of land, left by Paltu Roy & Swapna Roy and abovesaid named legal heirs became the joint owner's of the aforesaid total landed property, as their only legal heirs and successors as per provision of Hindu Succession Act, 1956.
 7. WHEREAS one, (the second part), Sri Ardhendu Roy, Son of Anil Krishna Roy, was the absolute owner of all that piece or parcel of total Land Measuring 1272 Sq. Ft., appertaining to and forming part of R.S. Plot No. 12291, recorded in R.S. Khatian No. 4273, Situated at Mouza – Siliguri,

J.L. No. 110, R.S. Sheet No. 20, Pargana Baikunthapur, within the jurisdiction of Police Station – Siliguri, in the District of Darjeeling, by virtue of a registered Deed of Gift, dated on 21st December, 2001, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, being Deed No. I-6134 for the year 2001, executed by from her Mother namely Smt. Rani Bala Roy, Wife of Anil Krishna Roy, and he was possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charge whatsoever.

8. Hence, by virtue of inheritances & gift deed said, Ardhendu Roy, died intestate, and leaving behind him his legal heirs, his Wife namely (i) Smt. Iti Roy, and two Daughter's namely (ii) Smt. Snigdha Roy, (iii) Smt. Smita Roy, entitled to succeed to his property according to Hindu Law and such as above named legal heirs jointly inherited of landed property, all were jointly inherited 1/3rd undivided & unpartitioned share of plot of landed property), undivided share of land, left by Ardhendu Roy and abovesaid named legal heirs became the joint owner's of the aforesaid total landed property, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956.
9. WHEREAS, by virtue of inheritance the said land owner's, (1) Sri Gopal Roy, Son of Late Anil Krishna Roy, (2) Sri Goutam Roy, Son of Late Anil Krishna Roy, (3) Smt. Minati Mandal, Wife of Sri Prasanta Kumar Mandal & Daughter of Late Anil Krishna Roy, (4) Smt. Jharna Biswas, Wife of Sri Mihir Kanti Biswas & Daughter of Late Anil Krishna Roy, (5) Smt. Kanan Dey Roy, Wife of Late Arabinda Roy, (6) Smt. Soma Roy, Daughter of Late Arabinda Roy, (7) Smt. Iti Roy, Wife of Late Ardhendu Roy, (8) Smt. Snigdha Kundu, Daughter of Late Ardhendu Roy, (9) Smt. Smita Barman, Daughter of Late Ardhendu Roy, (10) Smt. Anindita Roy, Daughter of Late Amalendu Roy, (11) Smt. Deepika Roy, Daughter of Late Amalendu Roy, (12) Smt. Rita Roy, Wife of Late Amalendu Roy, (13) Smt. Aparupa Roy Basak, Daughter of Late Amalendu Roy, (14) Smt. Dipali Sarkar, Wife of Sri Manindra Nath

Sarkar, (15) Sri Abhijit Roy, Son of Late Paltu Roy, & (16) Smt. Mou Roy, Daughter of Late Paltu Roy, (the owner's herein), become the absolute owner's in two part of total Landed Property, (i.e., Land Measuring 0.1266 Acre or 7 Katha 10 Chhatak 26 Sq. Ft., or 5516 Sq. Ft., + 0.0291500424 Acre or 1 Katha 12 Chhatak 12 Sq. Ft., or 1272 Sq. Ft.), Land Measuring, 5516 Sq. Ft., + 1272 Sq. Ft., = 6788 Sq. Ft., or 15.556 Decimal, appertaining to and forming part of R.S. Plot No. 12291, corresponding to L.R. Plot No. 2166, recorded in R.S. Khatian No. 4273, corresponding to L.R. Khatian Nos. 5001, 5002, 5003, Situated at Mouza – Siliguri Dakshin-2, J.L. No. 110, R.S. Sheet No. 20, Pargana Baikunthapur, within the jurisdiction of Police Station – Siliguri, in the District of Darjeeling, and having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charge whatsoever.

10. WHEREAS, being owner in such possession said, (1) Sri Gopal Roy, Son of Late Anil Krishna Roy, (2) Sri Goutam Roy, Son of Late Anil Krishna Roy, (3) Smt. Minati Mandal, Wife of Sri Prasanta Kumar Mandal & Daughter of Late Anil Krishna Roy, (4) Smt. Jharna Biswas, Wife of Sri Mihir Kanti Biswas & Daughter of Late Anil Krishna Roy, (5) Smt. Kanan Dey Roy, Wife of Late Arabinda Roy, (6) Smt. Soma Roy, Daughter of Late Arabinda Roy, (7) Smt. Iti Roy, Wife of Late Ardhendu Roy, (8) Smt. Snigdha Kundu, Daughter of Late Ardhendu Roy, (9) Smt. Smita Barman, Daughter of Late Ardhendu Roy, (10) Smt. Anindita Roy, Daughter of Late Amalendu Roy, (11) Smt. Deepika Roy, Daughter of Late Amalendu Roy, (12) Smt. Rita Roy, Wife of Late Amalendu Roy, (13) Smt. Aparupa Roy Basak, Daughter of Late Amalendu Roy, (14) Smt. Dipali Sarkar, Wife of Sri Manindra Nath Sarkar, (15) Sri Abhijit Roy, Son of Late Paltu Roy, & (16) Smt. Mou Roy, Daughter of Late Paltu Roy, (the owner's herein), also recorded the aforesaid land in their names in the record of rights at the office of B.L. & L.R.O., Siliguri, and therefore sixteen separate new Khatian's has been issued in their favour vide L.R. Khatian Nos. 6591, 6592, 6593, 6594, 6595, 6596, 6597, 6598, 6599, 6600, 6601, 6602, 6603, 6604, 6890 & 6891, bearing in L.R. Plot No. 2166, Situated at Mouza – Siliguri Dakshin-2, J.L. No. 88(110),

L.R. Sheet No. 05, Pargana Baikunthapur, upon their aforesaid landed property, and they got the permanent heritable and transferable right over the said landed property in their names as per provision of W. B. L. R. Act 1955.

11. WHEREAS one, (the third part), being owner's in such possession said (1) Sri Gopal Roy, Son of Late Anil Krishna Roy, (2) Sri Goutam Roy, Son of Late Anil Krishna Roy, (3) Smt. Minati Mandal, Wife of Sri Prasanta Kumar Mandal & Daughter of Late Anil Krishna Roy, (4) Smt. Jharna Biswas, Wife of Sri Mihir Kanti Biswas & Daughter of Late Anil Krishna Roy, (5) Smt. Kanan Dey Roy, Wife of Late Arabinda Roy, (6) Smt. Soma Roy, Daughter of Late Arabinda Roy, (7) Smt. Iti Roy, Wife of Late Ardhendu Roy, (8) Smt. Snigdha Kundu, Daughter of Late Ardhendu Roy, (9) Smt. Smita Barman, Daughter of Late Ardhendu Roy, (10) Smt. Anindita Roy, Daughter of Late Amalendu Roy, (11) Smt. Deepika Roy, Daughter of Late Amalendu Roy, (12) Smt. Rita Roy, Wife of Late Amalendu Roy, (13) Smt. Aparupa Roy Basak, Daughter of Late Amalendu Roy, (14) Smt. Dipali Sarkar, Wife of Sri Manindra Nath Sarkar, (15) Sri Abhijit Roy, Son of Late Paltu Roy, & (16) Smt. Mou Roy, Daughter of Late Paltu Roy, all were have jointly decided to amalgamate their said plot of land into a single plot of land, i.e. Land Measuring, 5516 Sq. Ft., + 1272 Sq. Ft., = 6788 Sq. Ft., or 15.556 Decimal, as because their lands are situated adjacently and all contiguous with each other and they have mutually decided to construct building upon their said plot of land, thereafter they have amalgamated their said plot of land for the purpose of joint construction of the building for better benefit and get their respective consent and executed a Notarized Deed of Amalgamation (Affidavit for Amalgamation of Land), dated 30th April, 2024, before the Ld. Executive Magistrate, at Siliguri.
12. WHEREAS, therefore, (the fourth part), the partner's namely (1) Sri Subrata Joarder, Son of Late Kishor Chandra Joarder, & (2) Sri Prabir Saha, Son of Sri Pradip Kumar Saha, both are jointly decided to execute and entered into a registered partnership firm namely "M/S. S.P. CONSTRUCTION" a

Partnership Firm, and having its registered office at Deshbandhu Para, Siliguri, Post Office & Police Station – Siliguri, Pin Code – 734014, District – Darjeeling, in the State of West Bengal, by virtue of Notarized Deed of Partnership, dated on 22nd January, 2019, before the Notary Public at Siliguri, and the developer herein.

13. AND WHEREAS, (the fifth part), being owner in such possession said, the owner's namely, (1) Sri Gopal Roy, Son of Late Anil Krishna Roy, (2) Sri Goutam Roy, Son of Late Anil Krishna Roy, (3) Smt. Minati Mandal, Wife of Sri Prasanta Kumar Mandal & Daughter of Late Anil Krishna Roy, (4) Smt. Jharna Biswas, Wife of Sri Mihir Kanti Biswas & Daughter of Late Anil Krishna Roy, (5) Smt. Kanan Dey Roy, Wife of Late Arabinda Roy, (6) Smt. Soma Roy, Daughter of Late Arabinda Roy, (7) Smt. Iti Roy, Wife of Late Ardhendu Roy, (8) Smt. Snigdha Kundu, Daughter of Late Ardhendu Roy, (9) Smt. Smita Barman, Daughter of Late Ardhendu Roy, (10) Smt. Anindita Roy, Daughter of Late Amalendu Roy, (11) Smt. Deepika Roy, Daughter of Late Amalendu Roy, (12) Smt. Rita Roy, Wife of Late Amalendu Roy, (13) Smt. Aparupa Roy Basak, Daughter of Late Amalendu Roy, (14) Smt. Dipali Sarkar, Wife of Sri Manindra Nath Sarkar, (15) Sri Abhijit Roy, Son of Late Paltu Roy, & (16) Smt. Mou Roy, Daughter of Late Paltu Roy, (the owner's herein), desirous to construct a Ground (Parking) + 4 (Four) Storied Residential Building, upon their aforesaid plot of Land Measuring 5516 Sq. Ft., + 1272 Sq. Ft., = 6788 Sq. Ft., or 15.556 Decimal, appertaining to and forming part of R.S. Plot No. 12291, corresponding to L.R. Plot No. 2166, recorded in R.S. Khatian No. 4273, corresponding to L.R. Khatian Nos. 5001, 5002, 5003 (Old) & 6591, 6592, 6593, 6594, 6595, 6596, 6597, 6598, 6599, 6600, 6601, 6602, 6603, 6604, 6890 & 6891 (New), Situated at Mouza – Siliguri Dakshin-2, J.L. No. 93 (Old) & 88(110) (New), R.S. Sheet No. 20, corresponding to L.R. Sheet No. 05, Pargana Baikunthapur, Under Ward No. 24 of Siliguri Municipal Corporation area, within the jurisdiction of Police Station – Siliguri, registry office at Additional District Sub-Registrar Siliguri, in the District of Darjeeling, is with “M/S. S.P. CONSTRUCTION” a Partnership Firm, represented by and through its

Partner's namely, (1) Sri Subrata Joarder, Son of Late Kishor Chandra Joarder, & (2) Sri Prabir Saha, Son of Sri Pradip Kumar Saha, (the developer herein), and therefore (the owner's and the developer) both the parties have jointly entered into a two separate registered Development Agreement, (i) Development Agreement, dated on 19th January, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 7722 to 7775, being Deed No. 040200125 for the year 2023 & (ii) Development Agreement, dated on 14th March, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 18576 to 18603, being Deed No. 040200492 for the year 2023, after that they have also executed a two separate registered Development Power of Attorney, (i) Development Power of Attorney, dated on 09th February, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 12058 to 12099, being Deed No. 040200223 for the year 2023, (ii) Development Power of Attorney, dated on 16th March, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 19742 to 19760, being Deed No. 040200500 for the year 2023, to and in favour of the aforesaid authorized developer as their constituted attorney.

14. WHEREAS, thereafter the abovesaid developer namely "M/S. S.P. CONSTRUCTION" a Partnership Firm, represented by and through its Partner's namely, (1) Sri Subrata Joarder, Son of Late Kishor Chandra Joarder, & (2) Sri Prabir Saha, Son of Sri Pradip Kumar Saha, have construct a Ground (Parking) + 4 (Four) Storied Residential Building, upon the aforesaid plot of Land Measuring 5516 Sq. Ft., + 1272 Sq. Ft., = 6788 Sq. Ft., or 15.556 Decimal, as per Sanction Building Plan, vide Permit No. SWS-OBPAS/0104/2024/1035, duly approved by Siliguri Municipal Corporation, dated on 12.06.2025, 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's state that the said Premises has a good and marketable title and the Owner's 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 & manner whatever.

15. The Owner's herein and the Developer herein entered into a two separate registered Development Agreement, (i) Development Agreement, dated on 19th January, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 7722 to 7775, being Deed No. 040200125 for the year 2023 & (ii) Development Agreement, dated on 14th March, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 18576 to 18603, being Deed No. 040200492 for the year 2023, for the purpose of construction of Ground (Parking) + 4 (Four) Storied Residential Building on the said Premises according to the terms and conditions contained therein. Further, by virtue of a two separate registered Development Agreement, (i) Development Agreement, dated on 19th January, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 7722 to 7775, being Deed No. 040200125 for the year 2023 & (ii) Development Agreement, dated on 14th March, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 18576 to 18603, being Deed No. 040200492 for the year 2023, after that they have also executed a two separate registered Development Power of

Attorney, (i) Development Power of Attorney, dated on 09th February, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 12058 to 12099, being Deed No. 040200223 for the year 2023, (ii) Development Power of Attorney, dated on 16th March, 2023, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2023, Pages from 19742 to 19760, being Deed No. 040200500 for the year 2023, the Owner's herein appointed the Developer herein as their constituted attorney according to the terms and conditions contained therein.

16. The Owner's 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, vide Permit No. SWS-OBPAS/0104/2024/1035, Plan Ground (Parking) + 4 (Four) Storied Residential Building, dated on 12.06.2025**, duly issued by **SILIGURI MUNICIPAL CORPORATION**, in respect of the project known as "**RANI PLAZA**".

17. The Developer's has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at Siliguri Municipal Corporation on _____ under Registration No. _____.**

18. 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 "**RANI PLAZA**", 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.**

19. 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 Owner's 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 "**RANI PLAZA**", 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 AND/OR DEVELOPER'S COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time & 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's and/or Developer's 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's and/or Developer's 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's and/or Developer's 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's and/or Developer's or any other

Co-owner's 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's and/or Developer's doth hereby further covenant with the Purchasers that the Purchasers may from time to time & 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 & demand whatsoever from or by the Owner's and/or Developer's 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's and/or Developer's 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's and/or Developer's 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.
6. The Owner's hereby further covenant with the developer for any further horizontal or vertical construction in the project subject to due permission for the consent authority.

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

1. The Purchasers admits and accepts that the **OWNER'S AND/OR DEVELOPER'S** 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's 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'S AND/OR DEVELOPER'S** /and /or the Association of Unit Owner in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNER'S AND/OR DEVELOPER'S** and /or the Association of Unit Owner for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii) **TO ALLOW** the **OWNER'S AND/OR DEVELOPER'S** and/or the Association of Unit Owner 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'S AND/OR**

DEVELOPER'S and upon the formation of the association of Unit Owner. 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'S AND/OR DEVELOPER'S** and upon the formation with the association of Unit Owner 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 & 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'S AND/OR DEVELOPER'S** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER'S AND/OR DEVELOPER'S** 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's.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT**

AND/OR UNIT or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

- xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER'S AND/OR DEVELOPER'S** 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'S AND/OR DEVELOPER'S** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owner's and/or Developer's 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'S AND/OR DEVELOPER'S** before the formation of the and /or the Association of Unit Owner and after the and /or the Association of Unit Owner's 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's and/or Developer's 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's and/or Developer's 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 5516 Sq. Ft., + 1272 Sq. Ft., = 6788 Sq. Ft., or 15.556 Decimal, appertaining to and forming part of R.S. Plot No. 12291, corresponding to L.R. Plot No. 2166, recorded in R.S. Khatian No. 4273, corresponding to L.R. Khatian Nos. 5001, 5002, 5003 (Old) & 6591, 6592, 6593, 6594, 6595, 6596, 6597, 6598, 6599, 6600, 6601, 6602, 6603, 6604, 6890 & 6891 (New), Situated at Mouza – Siliguri Dakshin-2, J.L. No. 93 (Old) & 88(110) (New), R.S. Sheet No. 20, corresponding to L.R. Sheet No. 05, Pargana Baikunthapur, Under Ward No. 24 of Siliguri Municipal Corporation area,

within the jurisdiction of Police Station – Siliguri, registry office at Additional District Sub-Registrar Siliguri, in the District of Darjeeling, in the State of West Bengal.

The said land is butted and bounded as follows:

By the North : Land & House of Bikash Bhowmick & Mahendra Paul;
 By the South : Land & House of Naresh Kayal & Pritomoy Chowdhury;
 By the East : 15'-03" Feet Wide Siliguri Municipal Corporation Road;
 By the West : 26'-00" Feet Wide Siliguri Municipal Corporation Road.

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 "**RANI PLAZA**", 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 REFERRED TO:
(COMMON FACILITIES AND AMENITIES)

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

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exists Path ways.
2. Drains: Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and swear 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 REFERRED TO:
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owner's with other occupiers or Owner's 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 changes 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 REFERRED TO :
(EASEMENTS)

1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-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'S, DEVELOPER'S &
PURCHASER'S at _____ in the
presence of:

WITNESS:

1.

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

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:-