

# **DEED OF CONVEYANCE (SALE)**

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

**DESCRIPTION OF PROPERTY HEREBY SOLD**

**NAME OF THE COMPLEX:** "SHYAM KUNJ"  
**AREA OF \_\_\_\_\_ :** ..... Sq.Ft. RERA Carpet Area,  
..... Sq.Ft. Super Built-up Area

**\_\_\_\_\_ NO. :** "....."  
**FLOOR :** .....  
**BLOCK NO. :** .....  
**RIGHT TO PARK :** .....  
**MOUZA :** DABGRAM  
**PLOT NOS. :** 112 (R.S.), 163 (L.R.)  
**KHATIAN NOS. :** 213 (R.S.), 156 (L.R.)  
**SHEET NO. :** 9 (R.S.), 48 (L.R.)  
**J.L. NO. :** 2  
**WARD NO. :** 41  
**PARGANA :** BAIKUNTHAPUR  
**POLICE STATION :** BHAKTINAGAR  
**DISTRICT :** JALPAIGURI  
**CONSIDERATION :** Rs. ....../-

**::BETWEEN::**

Page No. 3

....., son of ....., having I.Tax PAN No. ....; Hindu by Religion, Indian by Nationality, ..... by Occupation, Resident of ....., P.O. ...., P.S. ...., Pin Code-....., District ....., in the State of ..... – Hereinafter referred to as the **“PURCHASER/ FIRST PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include his/her/their heirs, executors, successors-in-interest, administrators, legal representatives and/or assigns) of the **“FIRST PART”**.

**AND**

**SRI SHYAMAL ROY**, son of Late Jaynath Roy alias Jayanta Roy, having I.Tax PAN No. **ATQPR9232G**; Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Ward No. 41, Shastrinagar, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, in the State of West Bengal - **HEREINAFTER** referred to as the **“VENDOR / SECOND PARTY”** (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, successors-in-interest, administrators, legal representatives and/or assigns) of the **“SECOND PART”**.

**AND**

**CRAFTSMAN VENTURES**, a Partnership Firm, having I.Tax PAN No. **AAQFC3492E**; having its Office at 5<sup>th</sup> Floor, Onkar Tower, Hill Cart Road, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal, herein Represented by one of its Partner, **SRI BIKASH KUMAR SINGHAL**, son of Sri Ratan Kumar Singhal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of K.C. Dey Road, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal - **HEREINAFTER** referred to and called the **“DEVELOPER / CONFIRMING PARTY/ THIRD PARTY”** (which expression shall unless

excluded by or repugnant to the context be deemed to include its partners, successors-in-office, representatives, administrators and assigns) of the **“THRD PART”**.

**WHEREAS** one Sima Singh (Sing), son of Late Dikdar Singh (Sing) was the Recorded Owner of land situated within Mouza Dabgram, Recorded in R.S. Khatian No. 213, under Police Station Bhaktinagar, in the District of Jalpaiguri.

**AND WHEREAS** the abovenamed Sima Singh (Sing) thereafter sold and transferred her land measuring 1.25 Acre unto and in favour of Sri Krishna Singh Roy alias Krishta Singh Roy, son of Late Duki Singh Roy by virtue of a registered Deed of Sale dated 11.04.1966, being Document No. I-2808 for the year 1966 and the same was registered in the Office of the District Sub Registrar Jalpaiguri.

**AND WHEREAS** the abovenamed Sri Krishta Singh Roy alias Krishna Singh Roy, son of Late Duki Singh Roy thereafter transferred by way of gift his aforesaid land measuring 45 Katha 8 Chattak unto and in favour of Sri Shyamal Roy (the **Vendor** herein) vide a registered Deed of Gift dated 27.12.2004, being Document No. I-2349 for the year 2005 and the same was registered in the Office of the Additonal District Sub Registrar Rajganj. That there was some typographical mistake in the said Gift Deed and the same was duly rectified and supported vide a registered Deed of Rectification dated 09.01.2006 being Document No. I-106 for the year 2006 and the same was registered in the Office of the Additional District Sub Registrar Rajganj.

**AND WHEREAS** the name of the abovenamed Sri Shyamal Roy (the Vendor herein) was duly mutated/recorded in the concerned B.L.&L.R.O. Rajganj in the Record of Rights and a new L.R. Khatian No. 156 was framed in his name under the provisions of the West Bengal Land Reforms Act, 1956.

**AND WHEREAS** in this manner the abovenamed Sri Shyamal Roy (the Vendor herein) became the sole and absolute owner in possession of the

aforesaid land and ever since is in in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

**AND WHEREAS** the abovenamed Vendor being desirous of a constructing Multistoried Building Complex, out of the aforesaid land, on piece or parcel of **LAND MEASURING 20 KATHA 08 CHATAK OR 0.3388 ACRE**, more particularly described in the **SCHEDULE “A”** below (“Said Land) but is not in a position to put his contemplation and scheme into action due to paucity of funds and lack of expertise in the sphere of development and as such have then approached **CRAFTSMAN VENTURES** (the **Promoter / Developer** herein) for construction of such multistoried building over and upon his said land fully described in the Schedule-“A” given below for the mutual benefit of himself and the Developer, to which the Developer herein agreed and as such the Vendor then entered with the Developer herein into a registered **DEVELOPMENT AGREEMENT** dated 09.02.2022, being Document No. I-1804 for the year 2022, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri upon terms and conditions as mentioned in the said Development Agreement. Simultaneously the Vendor has also executed and registered to the Developer herein a registered **GENERAL POWER OF ATTORNEY** dated 11.02.2022, being Document No. I-1825 for the year 2022, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

**AND WHEREAS** a building plan was accordingly prepared and was duly approved by the Siliguri Municipal Corporation being Building Permit No. SWS-OBPAS/0104/2023/2554 dated 15-11-2023 for construction of the desired **G+IV STORIED RESIDENTIAL CUM COMMERCIAL (RETAIL SHOP) BUILDING** upon the said piece or parcel of Schedule-“A” land of the Vendor being free from all encumbrances and charges.

**AND WHEREAS** to distinguish the said multistoried building complex and with a view to assign an unique identity to the same, the Vendor/Developer herein have decided to name the said building complex as **“SHYAM KUNJ”**.

It is stated that the name of the said building complex will always remain unchanged.

**AND WHEREAS** the said complex named “**SHYAM KUNJ**” comprises of two **BLOCKS**, being **BLOCK-I** and **BLOCK-II**. Each Block comprising of various units/shops/offices/flats/ parkings/spaces/constructed spaces.

**AND WHEREAS** the Developer has undertaken the construction and raised the said complex comprising of Building and / or Blocks, divided into several independent units in accordance with the sanctioned plan along with the common provisions and utilities and the Vendor/Developer have offered flats/units/premises/spaces comprised in the said building complex for sale to prospective Purchaser/s along with the proportionate undivided share or interest in the land on which the said complex stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land on which the said complex stands.

**AND WHEREAS** the Vendor/Developer has/have now firmly and finally decided to sell out and have offered for sale to the Purchaser/s, out of **Developer’s Allocation**, an Apartment/Unit being a \_\_\_\_\_ identified as \_\_\_\_\_ No. “\_\_\_\_\_” measuring \_\_\_\_\_ **Sq.Ft. RERA Carpet Area**, ..... Sq.Ft., ..... **Sq.Ft. Super Built-up Area**, situated at ..... **Floor in Block No. ....** together with **Right to Park** \_\_\_\_ Car at the Ground Floor of the Complex named “**SHYAM KUNJ**” more particularly described in the **Schedule “B”** herein below together with the proportionate undivided share of the **Schedule “A”** land and the common provisions and utilities attached to the said unit as specifically described in the **Schedule “D”** hereunder written for a consideration of **Rs. ..../- (Rupees ..... Only)** unto and in favour of the Purchaser/s. The common provisions as above shall remain undivided and the Purchaser/s or any person claiming through, in or under him/her/them shall not be entitled to bring any action for partition of any part thereof and Purchaser/, his/her/their servants, agents, visitors and licensees or his/her/their authorised persons shall have full

right and liberty to use and enjoy the common provisions, without encroaching upon the lawful rights of owners of other spaces.

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

**AND WHEREAS** the Purchaser/s and the Vendor/Developer have entered into an Agreement of Sale ..... for sale of the **Schedule “B”** property.

**AND WHEREAS** the Vendor/Developer are and shall continue to be at liberty to sell, transfer and/or dispose off other units/shops/offices/flats/parkings/spaces/constructed spaces in the said complex on ownership basis or on such other basis including rental basis as the Vendor/Developer in their discretion shall decide without any objection whatsoever on the part of the Purchaser/s.

**AND WHEREAS** the Vendor/Developer have finally agreed to execute this present Deed of Conveyance (Sale) of the **Schedule “B”** property in favour of the Purchaser/s for effectually conveying the right, title and interest in the **Schedule “B”** property for a consideration of **Rs. ..../- (Rupees .....),** on conditions mentioned herein under.

**NOW THIS INDENTURE WITNESSTH AS FOLLOWS:**

1. That in consideration of a sum of **Rs. ....../-** (**Rupees ..... Only**), paid by the Purchaser/s, the receipt whereof (subject to the realization / clearance of cheques / drafts) are hereby admitted and acknowledged by the Vendor/Developer hereof by execution of these present and grants full discharge to the Purchaser/s from the payment thereof and the Vendor/Developer do hereby convey and transfer absolutely the Schedule “B” property to the Purchaser/s who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances and charges whatsoever subject to the payment of proportionate rent, etc. to the Government of West Bengal.
2. That the Purchaser/s has/have examined and inspected the documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation / Sectional Elevation, details of Staircase as well as the common portions and areas and the common provisions and utilites and have also seen and inspected the construction work of the building as on the date of execution of these present and has satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule “B” property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor/ Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and / or development, installation, erection and construction of the common provisions and utilities.
3. That the Purchaser/s shall have all right, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor/Developer or any body claiming through or under them and all the rights, title and interest which vested in the Vendor/Developer with respect to the Schedule “B” property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.



4. That the Purchaser/s hereby covenants with the Vendor/Developer not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be held by the Purchaser/s exclusively for residential purpose.
5. That the Vendor/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these present and that the Vendor/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule "B" property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances or charges whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor/Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.
6. That the Vendor/Developer further covenants with the Purchaser/s that if for any defect of title or for act done or suffered to be done by the Vendor/Developer, the Purchaser/s is/are deprived of ownership or of possession of the said property described in the Schedule "B" below or any part thereof in future, then the Vendor/Developer shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money as the case may be from the date of deprivation of ownership or of possession.
7. That the Vendor do hereby covenants with the Purchaser/s that the tenancy right under which the Schedule "A" land as held by the Vendor under the Superior Landlord, the State of West Bengal, is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor/Developer has full right and authority to transfer the Schedule "B" property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule "B" property without any obstruction or hindrance whatsoever.

8. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said Project is in any way hindered or impeded with nor shall prevent the Vendor/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title or interest therein or appurtenant thereto. The Purchaser/s doth hereby agree that the Vendor/Developer shall be entitled to make such alteration, variations, modifications, and deviation from the plans/ revised plan and specifications for construction of the said blocks/building save and except the said unit (unless required by the Purchaser/s and the said alteration/modification is permissible under the Building Regulations for the time being in force) as may be required by the Vendor/Developer or the Architect as the Vendor/Developer may from time to time appoint.
9. That the Purchaser/s shall not claim any right whatsoever or howsoever over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and / or granted to the Purchaser/s.
10. That the Purchaser/s will obtain his/her/their own independent electricity connection from the W.B.S.E.D.C.L. for their electric requirement and the connection charges as well as the electric consumption bill shall be paid by the Purchaser/s and the Vendor/Developer shall have no responsibility or any liability in this respect.
11. That the Vendor/Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.
12. That the Purchaser/s shall have the right to get his/her/their name/s mutated with respect to the said Schedule "B" property at the office of the B.L. & L.R.O. and Siliguri Municipal Corporation and also get it numbered as a

separate holding and shall pay taxes as may be levied upon the Purchaser/s from time to time though the same has not yet been assessed jointly with the Vendor/Developer and till the time it is assessed separately.

13. That the Purchaser/s shall have the right, title and interest to sale, gift, mortgage or transfer otherwise the ownership of the Schedule "B" property or let out, lease out the Schedule "B" property to whomsoever.
14. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building/blocks.
15. That the Purchaser/s shall have proportionate undivided right, title and interest in the said land on which the said building/blocks along with other occupants / owners of the building, the proportionate share or interest to be determined according to the constructed area comprising the unit/flat proportionate to the total constructed area on the said land. It is hereby declared that the interest in the said land is impartiable.
16. That the Vendor/Developer will pay up-to-date holding taxes, land revenue and / or any other charges / dues if any prior to the "DEEMED DATE OF POSSESSION" or the date of transfer, whichever is earlier, of the Schedule "B" property.
17. That the Vendor/Developer shall not be liable at any time under any circumstances for any rate and / or taxes pertaining to the Schedule "B" property except for unsold portion of the building which shall be borne by the Vendor/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.
18. That the upkeep and maintenance of the Common Portion and Areas as well as Common Provisions and Utilities shall be looked after by the Apartment Owners Association by framing a proper Memorandum of Association

together with the Rule and Regulations thereof by their mutual consent subject to the law in force for the time being regulating the ownership of residential apartments.

19. That the Purchaser/s shall be liable to pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, staircase, septic tank, water supply, lift, generator, sanitation, sweeper, chowkidar, etc., as will be determined by the Vendor/Developer from time to time till the time Apartment Owners Association or an executive body or any other authority of the building is formed to take care of the common maintenance of the building. The Vendor/Developer or the executive body or any other authority may require the Purchaser/s to pay the maintenance charges as advance and the Purchaser/s agrees to make the payment of such charges on demand. In case of default in making the payment of the monthly maintenance charges, the Purchaser/s shall be liable to pay interest @ 24% per annum on such monthly maintenance charges and shall be restricted from using such services until payment. The Purchaser/s are liable to make payments of maintenance charges from the deemed date of possession or the date of registration, whichever is earlier. The deemed date of possession shall be the date on which the Vendor/Developer intimates the Purchaser/s to take possession of the residential flat. That the payment of the maintenance charge by the Purchaser/s are irrespective of their use and requirement.
20. That the Purchaser/s also agree/s and consent/s to the appointment of any agency, firm, corporate body, organization or any other person to manage, upkeep and maintain the Units in the Project together with the Building/Structure/s, and the land and other facilities of the complex.
21. That in case the Purchaser/s makes default in the payment of the proportionate share towards the COMMON EXPENSES as described in the Schedule "C" given herein under within the time allowed by the Vendor/Developer or the Apartment Owners Association, the Purchaser/s shall be liable to pay interest at the rate of 2% (two percent) per month or part of a month compoundable for the period of default on all amounts

remaining so unpaid alongwith such dues and arrears and shall also be liable to compensate the Vendor/Developer or the Association/Agency acting at the relevant time for any loss or damage suffered by the Vendor/Developer or the Association/Agency in consequence thereof.

22. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor/Developer for the purpose of road, landings, stairs or other community purpose and in the event of encroachment, the Vendor/Developer or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.
23. That the Purchaser/s further covenants with the Vendor/Developer not to injure, harm or cause damage to any part of the building including common portions and areas, outer wall and common wall as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully liable for it, the Vendor/Developer shall not be held responsible in any manner whatsoever.
24. That it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and / or air pollution shall not be permitted in any of the units of the building save the battery operated inverter.
25. That the Purchaser/s undertakes not park any vehicle in other parking area, common area and passage within the said Complex. That one car parking space has been allotted to the Purchaser/s herein.

Each allotted parking space will entitle the Purchaser/s the right to park only one light motor vehicle. In case transfer of unit, the right to use the parking space shall be transferred along with the said unit. The Purchaser/s shall always park his/her/their vehicle in the car parking space allotted to him/her/them/it and not anywhere else in the said Complex. The Purchaser/s agrees to use the car parking space only for parking his/her/their vehicle and not for any other purpose. Similarly, the Purchaser/s shall not keep in the parking place anything other than the private motor car or motor cycle and shall not raise up any kutcha or pucca constructions/structure, grilled wall or enclosure thereon in the said car parking space.

26. That the Stamp Duty, Registration Fees and GST for the below Schedule "B" property has been paid and borne by the Purchaser/s herein.
27. That the Purchaser/s shall not have any right or claim of any nature in the other units/shops/offices/flats/ parkings/spaces/constructed spaces of the said complex and shall not claim any exclusive share therein nor any right to make any proportionate undivided share therein nor any right to make any structural changes or alteration nor to alter or modify the situation or location of the interior walls, toilets, doors, windows and grill, balcony, etc. of the said flat described in the Schedule "B" given herein under save and except the right in the said common easements, quasi-easements, benefits, privileges and advantages appertaining thereto hereby conveyed or granted under these presents. It is agreed that the Purchaser/s shall at all material times own and hold the said land on which the said building/block stands jointly with the other co-owners and such right or interest shall remain impartible for all intents and purposes.
28. That the Purchaser/s shall be liable to pay applicable taxes and GST and / or other charges which are now payable or which may become applicable and payable in future in compliance with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendor/Developer saved harmless and indemnified in respect thereof.

29. That the Purchaser/s agrees and undertakes that the Purchaser/s shall not do or permit to be done, any of the following acts: -

- (a) Store /stock / bring into / keep in the said Apartment/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.
- (b) Not to damage, demolish or cause to be damaged or demolished the said Apartment/Building Complex or any part thereof or the fittings and fixtures thereto.
- (c) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Apartment/Building Complex, which in the opinion of the Vendor/Developer and/or their nominee/s differs from their own color scheme.
- (d) Not to install grills, the design of which have not been suggested and approved by the Architect.
- (e) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.
- (f) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the building. No fences or

partitions shall be placed or affixed to any terrace without the prior approval of the Vendor/Developer.

- (g) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
- (h) Not to use the said Apartment other than the Residential purpose.
- (i) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendor/Developer nor shall anything be projected out of any window of the building without similar approval. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Purchaser/s shall be entitled to fix any window Air Conditioner in the said Apartment. The Purchaser/s are entitled to fix only split Air Conditioners in premises without damaging the outer wall of the buildings. All equipments and machines of the Air Conditioners required to be fixed on outside wall must be erected only in consultation with the Vendor/Developer.
- (j) No shades awnings, window guards or ventilators devices shall be used in or about the Building excepting such as shall have been approved by the Vendor/Developer.
- (k) Not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.
- (l) Not decorate or paint or otherwise alter the colour scheme of the exterior of the said unit or the building or the common portions.



- (m) No Purchaser/s/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated loud speaker in the Apartment if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an Apartment.
- (n) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.
- (o) That the Purchaser/s shall not park his/her/their vehicle on the pathways, driveways or common areas and open spaces of the building complex.
- (p) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Apartments save and except the battery operated inverter.
- (q) That the Purchaser/s agrees and undertakes to co-operate with the Vendor/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.
- (r) That the Purchaser/s shall allow the Vendor/Developer with or without workmen to enter into the said Schedule "B" property for the purpose of maintenance and repairs but only with 48 hours' prior notice in writing.
- (s) That the Purchaser/s shall keep the said Apartment/Building Complex in a good state of preservation and cleanliness and shall not throw or permit

to be thrown there from or from the doors, windows, terrace, balconies thereof any dirt or other substances anywhere in the complex or otherwise.

(t) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendor/Developer and/or the organization/agency/association/holding.

(u) That the Purchaser/s shall always abide and co-operate in the management and maintenance of the said building complex/project.

30. That the Vendor/Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

31. That the said Multistoried Building Complex shall always be known as **“SHYAM KUNJ”**. The name of the said building shall remain the same and unchanged. The copy right/ trade mark / property mark and all intellectual property (including the words **“SHYAM KUNJ”**) shall always remain and vest with the Vendor/Developer and no person, including but not limited to the Purchaser/s/Association/Society or the Occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.

32. That the headings to the clauses and articles of this Indenture are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Deed.

33. That the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed shall be referred to the Arbitral Tribunal and shall be final resolved by the arbitration under the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is stated that the parties shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building unless the same is first referred to Arbitration and the Arbitration has given his/her award. All the proceedings are subject to the exclusive jurisdiction of the Ld. Courts of Law at Jalpaiguri.

Continued to next page

Page No. 20

**SCHEDULE "A"**  
**(DESCRIPTION OF THE LAND WHERE THE BUILDING STANDS)**

All that piece or parcel of **LAND** measuring **20 Katha 08 Chatak or 0.3388 Acre**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. Plot No. 112**, Recorded in **R.S. Khatian No. 213**, under **R.S. Sheet No. 9**, corresponding to **L.R. Plot No. 163**, Recorded in **L.R. Khatian No. 156**, under **L.R. Sheet No. 48**, J.L. No. 2, Pargana Baikunthapur, within the jurisdiction of Siliguri Municipal Corporation **Ward No. 41**, Shastri Nagar, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

By the North ... Land and House of Sri Ashibani Paul and Others,  
By the South ... Land of Sri Shyamal Roy (Vendor herein) and Others,  
By the East ... About 27 feet wide S.M.C. Road,  
By the West ... Land of Sri Ravi Ranjan Dubey and Others.

Continued to next page

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

**ALL That ONE UNIT being an APARTMENT / ..... / UNIT BEING: -**

<b>PROJECT</b>	<b>“SHYAM KUNJ”</b>
<b>FLAT NO.</b>	<b>“....”</b>
<b>FLOOR</b>	
<b>BLOCK NO.</b>	
<b>..... MEASURING RERA CARPET AREA (SUPER BUILT UP AREA)</b>	<b>..... SQUARE FEET ..... SQUARE FEET</b>

**TOGETHER** with **RIGHT TO PARK one Car** in the Car Parking measuring 135 Sq.Ft. at the Ground Floor of the building complex as marked and demarcated and **TOGETHER** with undivided proportionate share in the land on which the said building complex stands more particularly described in the **Schedule-“A”** given herein above.

Continued to next page

**SCHEDULE "C"**  
**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and re-painting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift/s, fire fighting equipments (including renewal of license/s), generator, other equipments and installations comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus, other emoluments and benefits of and all other expenses on the persons employed or to be employed for common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and / or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal tax, water tax and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the Allottee/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for electric energy consumed for the operation of the equipment and installations for the common services and lighting the common portions, sign boards of building's name, developer's name, including system loss for providing electricity to each unit.

9. Proportionate costs and maintenance and running expenses of the common generator.
10. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
11. All other expenses and / or outgoing as are incurred by the service organization for the common purposes.

**SCHEDULE "D"**  
**COMMON PROVISIONS AND UTILITIES**

1. Staircase, staircase landing and corridor on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water reservoir, water pipes and common plumbing installation.
4. Common Generator and Automatic Lifts.
5. Roof Top/Terrace.
6. Drainage and sewerage.
7. Boundary walls and main gate.
8. Such other common parts, area and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed for time to time.

**NOTE:-** Separate Sheet/s are being used for the purpose of affixing impressions of all the fingers of the hands of the Purchaser/s, the Constituted Attorney of the Vendor and the Authorised Signatory of the Developer thus forming part of these presents.

Page No. 24

**IN WITNESSES WHEREOF** the Constituted Attorney of the Vendor and the Authorised Signatory of the Developer in good health and sound conscious mind have set and subscribed their respective seal and signatures on this **DEED OF CONVEYANCE (SALE)** on the day, month and year first above written.

**WITNESSES:-**

1.

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

-----  
**VENDOR**

2.

-----  
**DEVELOPER**

Drafted as per instructions of the Parties, readover and explained by me and printed in my office.

ADVOCATE :: SILIGURI