

DRAFT COPY

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**DEED OF CONVEYANCE**  
**(SALE)**

THIS INDENTURE MADE ON THIS THE                      DAY OF  
OCTOBER TWO THOUSAND TWENTY THREE AT SILIGURI.

AREA	:	One residential Flat measuring ..... Square Feet (including Super Built-up area) situated at the Front Side (North-East-South Portions) Road Facing on the ..... Floor together with proportionate undivided share in stair cases of the 3 storied residential Building with an impartible right/ share in the land on which the Building stands.
Mouza & P.S.	:	Siliguri
Plot No.	:	12157 (R.S.), 2700 (L.R.)
Khatian No.	:	2856 (R.S.), 6131 (L.R.)
R. S. Sheet No.	:	20
Holding No.	:	107/B/311/2/288 (Part)
Ward No.	:	29 of S. M. C.
District	:	Darjeeling
Consideration	:	Rs...../-
Assessed Value	:	Rs...../-

**B E T W E E N**

**JAI MATADI PROJECTS PRIVATE LIMITED (PAN. AACCJ3530D)**, a Private Limited Company, constituted under the Indian Companies Act, 1956, having its Certificate of Incorporation under Corporate Identity Number U70200WB2010PTC47554 and its registered office at 'Nabasree Apartment', Kanika Bandyopadhyay Sarani, Near Gopal More, Deshbandhupara, Ward No. 30 of Siliguri Municipal Corporation, Post Office-Siliguri Town, Police Station-Siliguri, District-Darjeeling, Pin-734004, in the State of West Bengal, hereinafter called the "**VENDOR/DEVELOPER**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) the Vendor is hereby represented through and by his Constituted Attorney, **SRI BHOLANATH CHAKRABORTY (PAN. ACSPC1367N)** son of Late Jitendra Nath Chakraborty, Hindu by religion, Indian by Nationality, Business by occupation, residing at 'Matrichhaya Apartment', Kanika Bandyopadhyay Sarani, Deshbandhupara, Near Gopal More, Ward No. 30 of Siliguri Municipal Corporation, Post Office-Siliguri Town, Police Station-Siliguri, District-Darjeeling,

Pin-734004, in the State of West Bengal (empowering him through a General Power of Attorney registered on 09.09.2016 in the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No.IV, Volume No.0402-2016, Page from 12580 to 12594, Being No.040200707 for the year 2016) of the **ONE PART**.

**A N D**

\_\_\_\_\_ (PAN. ....) son/wife/daughter of ....., Hindu by religion, Indian by Nationality, Service/Business by occupation/Housewife, permanent resident of ....., Ward No. .... of Siliguri Municipal Corporation, Post Office-....., Police Station-Siliguri, District-Darjeeling, Pin-734001, in the State of West Bengal and at present residing at ....., ....., Pin-....., in the State of ..... - hereinafter called the "**PURCHASER/S**" (which expression shall mean and include unless excluded by or repugnant to the context his/her/them heirs, executors, successors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** Sri Chandra Mohan Sur Chowdhury was the recorded owner-in-possession of land in two R.S. Plot Nos.12157 & 12160, R.S. Sheet No.20, recorded in R.S. Khatian Nos.2856 & 2733 respectively, of Mouza & Police Station-Siliguri, District-Darjeeling, having permanent heritable and transferable right, title and interest therein. Being recorded owner-in-such possession of land abovenamed Sri Chandra Mohan Sur Chowdhury transferred land measuring 0.08 Acre out of his total land measuring 0.82 Acre in R.S. Plot No.12157, R.S. Khatian No.2856 of Mouza-Siliguri and also transferred land measuring 0.05 Acre out of his total land measuring 0.31 Acre in R.S. Plot No.12160, R.S. Khatian No.2733 of Mouza-Siliguri, i.e. totaling an area 0.13 Acre, to and in favour of his son, Sri Shankar Prasad Sur Chowdhury by executing a Deed of Gift registered on 19.06.1981 in the office of the Sub-Registrar, Siliguri and transcribed in Book No.I, Being No.3945 for the year 1981. By virtue of such gift said Sri Shankar Prasad Sur Chowdhury had acquired the land measuring 0.08 Acre in R.S. Plot No.12157 and also land measuring 0.05 Acre in R.S. Plot No.12160 under specific boundary, in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** abovenamed Sri Sankar Prasad Sur Chowdhury also had become the owner-in-possession of land measuring 1000 Square Feet with specific boundary in R.S. Plot No.12160, R.S. Khatian No.2733 of Mouza-Siliguri, by virtue of purchase through a Deed of Sale duly executed by his brother, Sri Biplab Sur Choudhury, son of Late Chandra Mohan Sur Chowdhury and registered on 24.08.1992 in the office of the

Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.F-35, Page from 47 to 52, Being No.6701 for the year 1992. By virtue of such purchase said Sri Sankar Prasad Sur Chowdhury had acquired the land measuring 1000 Square Feet with specific boundary in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being owner-in-aforsaid possession of land abovenamed Sri Sankar Sur Choudhury sold and transferred for valuable consideration land measuring 60 Square Feet with specific boundary out of his aforesaid land measuring 0.08 Acre in R.S. Plot No.12157, recorded in R.S. Khatian No.2856 of Mouza-Siliguri to and in favour of his elder brother, Sri Dulal Sur Choudhury, son of Late Chandra Mohan Sur Choudhury by executing a Deed of Sale registered on 24.08.1992 in the office of the Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.F-35, Pages 29 to 33, Being No.6698 for the year 1992.

**A N D**

**WHEREAS** the name of Sankar Prasad Sur Choudhury had duly been entered in the record of Holding Tax Department for his landed property vide Holding No.36/24/107/3/31, Ward No.29 of Siliguri Municipal Corporation.

**A N D**

**WHEREAS** in the aforesaid manner abovenamed Sankar Sur Choudhury @ Shankar Sur Chowdhury @ Shankar Prasad Sur Chowdhury @ Sankar Prasad Sur Choudhury while keeping the remaining land in R.S. Plot No.12157, R.S. Sheet No.20, recorded in R.S. Khatian No.2856 and also land in R.S. Plot No.12160, R.S. Sheet No.20, recorded in R.S. Khatian No.2733 of Mouza-Siliguri in his khas, actual and physical possession and having absolute title on said land, died intestate on 01.10.2013 leaving behind his wife, Smt. Anima Sur Chowdhury Sharma and one daughter, Smt. Ananya Saha, wife of Sri Partha Saha, as his only legal heirs and successors, who inherited jointly the total land in aforesaid two R.S. Plots left by their predecessor as per Hindu Succession Act, 1956. By virtue of such inheritance abovenamed Smt. Anima Sur Chowdhury Sharma and Smt. Ananya Saha have jointly acquired the landed property in their khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being owners-n-such possession of land abovenamed Smt. Anima Sur Chowdhury Sharma and one daughter, Smt. Ananya Saha sold and transferred for valuable consideration land measuring 2575 Square Feet or 3 Kathas 9 Chhataks 10

Square Feet or 0.0591 Acre in R.S. Plot No.12157, R.S. Sheet No.20, recorded in R.S. Khatian No.2856 of Mouza & Police Station-Siliguri, J.L. No.110(88), District-Darjeeling, to and in favour of Jai Matadi Projects Private Limited by executing a Deed of Conveyance (Sale) registered on 18.11.2020 in the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.0402-2020, Page from 69512 to 69538, Being Document No.040201810 for the year 2020. By virtue of such purchase said Jai Matadi Projects Private Limited through its Director has acquired the land measuring 2575 Square Feet or 3 Kathas 9 Chhataks 10 Square Feet or 0.0591 Acre with specific boundary in its khas, actual and physical possession having permanent heritable transferable right, title and interest therein.

**A N D**

**WHEREAS** one Sri Rameswar Ram Kairi, son of Late Rajinan Kairi was the owner-in-possession and also Jotedar of all that piece or parcel of land measuring 2 Bighas 5 Kathas under the Jamindari of Raikat Jaminder within the town of Siliguri, known as 90 No. Fulzanessa Babad Rewad Ali Pradhan namely Dangua Jote, situated in the then Mouza-Dabgram at present Siliguri, Pargana-Baikunthapur, Police Station, Sub-Registry Office and Sub-Division-Siliguri, District-Darjeeling, having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** abovenamed Sri Rameswar Ram Kairi as owner-in-such possession of said landed property leased out the entire land measuring 2 Bighas 5 Kathas to and in favour of Sri Chandra Mohan Sur Chowdhury, son of Late Bipin Bihari Sur Chowdhury by executing a Deed of Perpetual Lease registered on 25.8.1947 in the office of the Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.13, Page from 49 to 51, Being Document No.1086 for the year 1947. By virtue of such lease said Sri Chandra Mohan Sur Chowdhury acquired the aforesaid land measuring 2 Bighas 5 Kathas in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** after the enactment of The West Bengal Estates Acquisition Act, 1953 & Rules 1954, the rights of intermediaries vested to the Government and as such the rent receiving interest of the then Lessor had been ceased and during last survey settlement operation Sri Chandra Mohan Sur Chowdhury became the direct tenant under the Government of West Bengal and the records-of-rights was prepared under Section 39 of the aforesaid Act and finally published under Chapter-V, Section-44, Sub-Section (2) of The West Bengal Estates Acquisition Act, 1953 & Rules 1954 and the name of Chandra Mohan Sur Chowdhury had been recorded in the relevant Records-of-Rights and a new

Khatian No.2856 was finally framed and finally published for his aforesaid land as recorded 0.82 Acre in Plot No.12157, Sheet No.20, situated in Mouza, Sub-Division and Police Station-Siliguri, J.L. No.110(88), Touzi No.3(Ja), Pargana-Baikunthapur, District-Darjeeling.

**A N D**

**WHEREAS** being recorded owner-in-such possession of land abovenamed Sri Chandra Mohan Sur Chowdhury transferred land measuring 0.13 Acre to and in favour of his son, Sri Dulal Sur Chowdhury (since deceased) by executing a Deed of Gift on 22.06.1981 registered in the office of the Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.82, Pages 78 to 84, Being Document No.3999 for the year 1981. By virtue of said gift Sri Dulal Sur Chowdhury had acquired the land measuring 0.13 Acre in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** abovenamed Sri Dulal Sur Chowdhury also became the absolute owner-in-possession of all that piece or parcel of land measuring 880 Square Feet appertaining to and forming part of R.S. Plot No.12157, R.S. Sheet No.20, recorded in R.S. Khatian No.2856, situated in Mouza & Police Station-Siliguri, District Darjeeling by virtue of a Deed of Gift executed by his mother, Smt. Priyabala Sur Chowdhury, wife of Late Chandra Mohan Sur Chowdhury and also Sri Debabrata Sur Chowdhury, Sri Siba Prasad Sur Chowdhury, Sri Sankar Sur Chowdhury and Sri Biplab Sur Chowdhury, all are sons of Late Chandra Mohan Sur Chowdhury, Smt. Seuli Das Roy, wife of Sri Ashok Das Roy and Smt. Mira Ghosh, wife of Sri Pannalal Ghosh on 24.08.1992 and registered in the office of the Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.F-35, Pages 21 to 28, Being Document No.6697 for the year 1992. By virtue of such gift Sri Dulal Sur Chowdhury had also acquired the said plot of land measuring 880 Square Feet in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** abovenamed Sri Dulal Sur Chowdhury also became the absolute owner-in-possession of all that piece or parcel of land measuring 60 Square Feet appertaining to and forming part of R.S. Plot No.12157, R.S. Sheet No.20, recorded in R.S. Khatian No.2856, situated in Mouza & Police Station-Siliguri, District Darjeeling by virtue of purchase through a Deed of Sale executed by his brother, Sri Sankar Sur Chowdhury, son of Late Chandra Mohan Sur Chowdhury on 24.08.1992 and registered in the office of the Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.F-35, Pages 29 to 34, Being Document No.6698 for the year 1992. By virtue of such purchase Sri Dulal

Sur Chowdhury had also acquired the said plot of land measuring 60 Square Feet in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** in the aforesaid manner Sri Dulal Sur Chowdhury became the absolute owner-in-possession of land measuring altogether 9.30 Kathas in R.S. Plot No.12157, R.S. Sheet No.20, recorded in R.S. Khatian No.2856, situated in Mouza & Police Station-Siliguri, District-Darjeeling and thereafter he transferred land measuring 2 Kathas out of his said total land to and in favour of his son, Sri Hindol Sur Chowdhury by executing a Deed of Gift on 10.07.2003 and said document was registered in the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No.I, Being Document No.2743 for the year 2003, keeping the remaining land measuring 7.30 Kathas in his absolute khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being owner-in-such possession of land abovenamed Dulal Sur Chowdhury died intestate on 11.07.2008 leaving behind him, the following persons, namely, 1) Smt. Ila Shyam (wife), 2) Sri Hindol Sur Chowdhury (son), 3) Sri Mallar Sur Chowdhury (son) and 4) Smt. Chandrima Ray, wife of Sri Anupam Ray (married daughter), as his only legal heirs and successors, who inherited said landed property of their predecessor as per Hindu Succession Act, 1956. By virtue of such inheritance said Smt. Ila Shyam alongwith sons and daughter of Dulal Sur Chowdhury, had jointly acquired the land measuring 7.30 Kathas in their khas, actual and physical possession having permanent heritable and transferable right, title and interest therein, each having 1/4<sup>th</sup> undivided share therein.

**A N D**

**WHEREAS** being owner-in-such possession of undivided land abovenamed Smt. Ila Shyam, Sri Hindol Sur Chowdhury and Smt. Chandrima Ray transferred their 3/4<sup>th</sup> undivided shares of total land measuring 7.30 Kathas, i.e. undivided land measuring 5.475 Kathas to and in favour of Sri Mallar Sur Chowdhury by executing a Deed of Gift on 24.04.2014 in the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No.I, Being Document No.842 for the year 2014. By virtue of such gift and as per law of inheritance as aforesaid Sri Mallar Sur Chowdhury had acquired the total land measuring 7.30 Kathas in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein and he deposited land revenue for his said land upto 1425 B.S. in his name vide Receipt No.8481327 Dated 20.04.2018.

**A N D**

**WHEREAS** being owner-in-aforsaid possession of land abovenamed Sri Mallar Sur Chowdhury transferred land measuring 2.65 Kathas with specific boundary out of his total land measuring 7.30 Kathas to and in favour of his elder brother, Sri Hindol Sur Chowdhury by executing a Deed of Gift registered on 24.04.2014/25.04.2014 in the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No.I, CD Volume No.3, Pages 3089 to 3110, Being Document No.00843 for the year 2014. By virtue of such gift said Sri Hindol Sur Chowdhury, had acquired the land measuring 2.65 Kathas with specific boundary in his khas, actual and physical possession having permanent heritable and transferable right, title and interest therein.

**A N D**

**WHEREAS** being owner-in-aforsaid possession of land abovenamed Sri Hindol Sur Chowdhury sold and transferred land measuring 630 Square Feet or 14 Chhataks or 0.01446 Acre with specific boundary out of his aforesaid total land to and in favour of Jai Matadi Projects Private Limited by executing a Deed of Conveyance (Sale) registered on 08.10.2021 in the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No.I, Volume No.0402-2021, Page from 112030 to 112051, Being Document No.040202862 for the year 2021. By virtue of such purchase said Jai Matadi Projects Private Limited through its Director has acquired the land measuring 2575 Square Feet or 3 Kathas 9 Chhataks 10 Square Feet or 0.0591 Acre with specific boundary in its khas, actual and physical possession having permanent heritable transferable right, title and interest therein.

**A N D**

**WHEREAS** thus in the aforesaid manner Jai Matadi Projects Private Limited, the Vendor/Developer, became the absolute owner of land measuring altogether 0.0736 Acre and its name has duly been mutated in the L.R. records-of-rights for the said land in the office of the B.L. & L.R.O., Siliguri Municipal Area, Siliguri against L.R. Plot No.2700, Mouza-Siliguri Dakshin-2, J.L. No.93 and a L.R. Khatian No. 6131 has been finally framed and finally published in its name.The name of Jai Matadi Projects Pvt. Ltd. Has duly been mutated in the record of Holding Tax Department for its landed property vide Holding No.107/B/311/2/288, Ward No.29 of Siliguri Municipal Corporation and it has paid Holding Tax upto the 4<sup>th</sup> quarter of 2023-2024 in its name.

**A N D**

**WHEREAS** Vendor/Developer had prepared Site Plan of the above mentioned land in its name, which was duly approved by the Siliguri Municipal Corporation and also



SJDA. The C.E.O. SJDA had issued in the name of Vendor/Developer Land Use Compatibility Certificate on 01.04.2022 vide Memo No.8484/SJDA for change of use of Land from vacant to residential. Jai Matadi Projects Pvt. Ltd. had prepared Building Plan for the purpose of construction of a 3 storied residential Building on its land specifically mentioned above and the Commissioner of Siliguri Municipal Corporation has granted permission for the construction of 3 storied residential Building on said land vide Building Permit No. SWS-OBPAS/0104/2022/0936 dated 23.08.2022 and Jai Matadi Projects Pvt. Ltd. has already started construction of said 3 storied residential Building according to sanctioned Building Plan. The 3 storied residential Building consisted of space for Flats and Car Parking on the Ground Floor and the upper floors are for residential Flats only.

**A N D**

**WHEREAS** the Vendor/Developer being in need of money has decided to sell one residential Flat measuring ..... Square Feet (including 20% Super Built-up area) situated at the Front Side (North-East-South Portions) Road Facing on the ..... Floor of the 3 storied residential Building alongwith proportionate undivided share in the land on which the Building stands and also proportionate undivided right/share in the stair cases, common facilities as specifically mentioned in the Schedule- "A", "B" & "D" herein below and it had circulated its such intention in the locality and declared the same is free from all encumbrances and charges whatsoever. 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 land and the quotient shall be multiplied by the area of the Flat.

**A N D**

**WHEREAS** the Purchaser(s) being in need of one residential Flat in said locality was searching for the same and having come to know the intention of the Vendor/Developer, has expressed his/her/them desirousness to purchase said Flat measuring ..... Square Feet (including 20% Super Built-up area) situated at the Front Side (North-East-South Portions) Road Facing on the ..... Floor exclusively for the residential purpose of the 3 storied residential Building alongwith proportionate undivided share in the land on which the Building stands and also proportionate undivided right/share in the stair cases, common facilities as specifically mentioned in the Schedule-"A", "B" & "D" herein below and as such the Purchaser(s) had offered to pay a total sum of Rs...../- (Rupees ..... only) as consideration of the said Flat.

**A N D**

**WHEREAS** the Vendor/Developer has accepted said offer of the Purchaser and said consideration money of Rs...../- (Rupees ..... only) as the same is fair, most reasonable and highest prevailing in the present market and has decided and agreed to sell the aforesaid residential Flat as fully mentioned in the Schedule-“B” herein below alongwith the proportionate undivided share of the total land described in the Schedule-“A” below and also the interest in the common spaces and other common areas and facilities of the building/ premises as fully described in the Schedule-“D” below free from all encumbrances and charges whatsoever and the Vendor in terms of aforesaid agreement has agreed to sell and execute the Deed of Conveyance (Sale) of the said residential Flat in favour of the Purchaser for effectually conveying right, title and interest in the Flat alongwith proportionate undivided share in the land mentioned in the Schedule-“A”&“B” herein below.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the aforesaid offer and acceptance and also in consideration of a sum of Rs...../- (Rupees ..... only) has been paid by the Purchaser to the Vendor/Developer, the receipt whereof the Vendor/Developer does hereby fully admit and acknowledge and the Vendor / Developer grants full discharge to the Purchaser from the payment thereof. The Vendor/Developer adjusted the said sale price/consideration money towards the cost and remuneration of construction of said 3 storied residential Building and land. The Vendor/Developer doth hereby grant, convey, sell, transfer and assign the aforesaid residential Flat measuring ..... Square Feet (including 20% Super Built-up area) situated at the Front Side (North-East-South Portions) Road Facing on the ..... Floor of the .....3 storied residential Building alongwith proportionate undivided share in the land on which the Building stands and also proportionate undivided right/share in the stair cases, common facilities as specifically mentioned in the Schedule “A”, “B” & “D” herein below and forming a part of these presents absolutely unto the Purchaser(s) together with all rights, liberties, privileges, easements, appurtenances and appendices belonging to or appertaining to the said Flat hereby transferred more fully described in the Schedule-“B” hereinafter given and delivered the possession of the Flat to the Purchaser **TO HAVE AND TO HOLD** the same as owner thereof with permanent heritable and transferable right, title and interest therein under the terms and conditions as agreed to and by the Vendor/Developer and the Purchaser as herein after contained free from all encumbrances and charges whatsoever.

THE VENDOR/DEVELOPER DOT H HEREBY COVENANT WITH THE PURCHASER(S) AS FOLLOWS:

1. That the interests which the Vendor/Developer doth hereby professes to transfer subsist and the Vendor/Developer has good right, full power and absolute authority to sell and convey unto the Purchaser the Flat together with proportionate share of undivided land hereby sold and conveyed.
2. That it shall be lawful for the Purchaser from time to time and at all times hereafter to hold and enjoy the property hereby conveyed without any interruption, disturbances, claim or demand whatsoever from or by the Vendor/Developer or any person or persons claiming through or under or in trust from the Vendor, free and clear from and against trusts, liens and attachment whatsoever.
3. That the Purchaser(s) shall be the owner of Flat measuring ..... Square Feet situated at the Front Side on the ..... Floor including proportionate undivided share in stair cases and he/she/they shall hold, possesses and enjoy the said Flat exclusively for residential purpose.
4. That the Purchaser(s) shall be liable to pay directly the Municipal Corporation Taxes and other out goings now payable hereafter in respect of the said property as Flat at the Front Side on the Third (Top) Floor of the Building which is more specifically marked and delineated in the map or plan approved by the Siliguri Municipal Corporation and get the property mutated in her name.
5. That the Purchaser(s) shall regularly pay the proportionate share of Municipal Corporation Tax, Government rent, other taxes, costs, levies, expenses for the common areas including maintenance and service charges of the said Building proportionately as stated in Schedule-“C” herein-below to be lawfully and equitably levied hereafter with other co-owners of the Building with effect from the date of registration of this Deed.
6. That the apportionment of all such costs, taxes and out goings shall be on the basis of the proportionate area of the said property of each of the Purchasers and co-owners.
7. That the Purchaser shall maintain and repair the internal portion of the said Purchaser’s property hereinafter referred to Flat at the Front Side on the ..... Floor of the Building without causing any damage to the adjacent unit.
8. That the Purchaser shall use the said property being Flat at the Front Side on the ..... Floor for residential purpose in such a manner so that it does not cause nuisance to the occupiers of other units of the Building nor shall use the same for any illegal or immoral purpose against the Public Policy.

9. That the Purchaser shall not at any time demolish or cause to be demolished or damaged the said property constructed on the below Scheduled-"A" land.
10. That the Purchaser shall not at any time make or cause to be made any addition and/or alteration of whatsoever manner to the said property sold or any part thereof which might prejudicially affected the safety, security and beauty of the premises or cause any nuisance to any other owners of the premises of said P+3 storied residential Building.
11. That the Purchaser(s) shall be at liberty to mutate her name for separate holding number for her Flat from the concerned Municipal Corporation and may take Telephone Connection and all other facilities and amenities as may be required by her from the concerned authority / authorities without the consents of the Vendor or any co-owners who may hereafter or heretofore have acquired right, title and interest in the said land or in any part of the Building thereon. The Purchaser shall also have right to mutate her name with respect to the proportionate undivided share of land area ..... hereby purchased, in the records-of-rights at the office of the B.L. & L.R.O., Siliguri Municipal Area, Siliguri.
12. That the Purchaser(s) shall obtain his/her/them own electric connection from the West Bengal State Electricity Distribution Company Limited at her cost in her name.
13. That the Purchaser(s) interest in the undivided portion of Schedule-"A" land described hereinafter shall acquire right, title and interest in the said Building and also have the right to enjoy easement right.
14. That the undivided interest of the Purchaser(s) in the soil beneath the said Building shall remain joint for all times with the other co-owners of the Building who may hereafter shall acquire right, title and interest in the said land and /or any part of the Building thereof, it is hereby declared that the interest in the said land is impartible.
15. That the Purchaser(s) shall be entitled to transfer the title with possession of the said Flat only for residential purpose and not for any other purpose and also subject to the terms and conditions herein contained. He/She/They shall have every right to transfer the said Flat by way of sale, gift or in other manner and also shall be entitled to create equitable mortgage of the Scheduled-'B' Flat by depositing this Deed of Conveyance (Sale) after completion of registration to any nationalized or private bank/financial institution or in any government/semi government/private department for obtaining loan.

16. That the Purchaser(s) shall only be allowed to use the top roof of the Building jointly with other co-owners but shall not claim any sole right of the top roof of said Building in any manner whatsoever.
17. That the Purchaser further undertakes that she shall not claim the common entrance passage, stair cases and other common areas and utilities as specifically mentioned in Schedule-"D" here-in-below as her absolute property but shall enjoy said common facilities with right to egress and ingress to and from main entrance of the Building to S.M.C. Road.
18. That the Purchaser agrees that the property referred to here-in-above mean the property of the Purchaser specifically mentioned in Schedule-"B" here-in-below.
19. That the Vendor/Developer confirms that the Purchaser is the owner of the property specifically mentioned in Schedule-"B" here-in-below and as also confirm that the sale made by the Vendor is valid. The Vendor/Developer has no claim upon the said Flat at the Front Side on the ..... Floor of the Building together with common portions as in proportionately owned by the Purchaser.
20. That the right of way in common and all common passages, drive way, entrance shall remain free from all times for free movement but in no manner either the Purchaser(s) or any co-owners of the Building including Vendor/Developer and its servant, agent shall create any obstruction of the passage by dumping materials, rubbish or otherwise.
21. Provided always it is hereby expressly declared by the Vendor and Developer/ Confirming Party and recorded that the Flat as specifically described in the Schedule-"B" herein-below is the exclusive property of the Purchaser(s) with permanent heritable and transferable right, title together with all other easement right and no interest and claim of the Vendor/Developer subsists thereof.
22. That the Purchaser(s) shall contribute and/or be liable to pay such amount or amounts as may be fixed or determined by any legal association, Body or Society so formed by the inhabitants of the said Building towards the payment for maintenance and repairing of common facilities of the said Building and shall abide by all the rules and regulations to be framed by the said Association, Body or Society and the Purchaser shall become the member of the said Association, Body or Society after getting this deed registered.
23. That the Purchaser undertakes that if the Purchaser would transfer his/her/their property as mentioned in Schedule-'B' hereto then the Purchaser shall incorporate all the terms and conditions of this deed in the Deed of Transfer.

**SCHEDULE – “A”**  
**(DESCRIPTION OF LAND OF THE VENDOR ON WHICH THE 3 STORIED  
RESIDENTIAL BUILDING STANDS)**

All that piece or parcel of **land** measuring **297.60 Square Meter or 3203.3664 Square Feet (As per Site)** and **297.75 Square Meter or 3204.981 Square Feet (As per deed)** appertaining to and forming part of **R.S. Plot No.12157, L.R. Plot No.2700, R. S. Sheet No.20**, recorded in **R. S. Khatian No.2856, L.R. Khatian No.6131**, situated within **Mouza-Siliguri**, now **Mouza-Siliguri Dakshin-2, Pargana-Baikunthapur**, held under the State of West Bengal and the land revenue @ **Rs.35/- per decimal** payable to the superior landlord State through the **B.L. & L.R.O., Siliguri Municipal Area, Siliguri, J. L. No.110(88)/93, Touzi No.3(Ja)**, bearing **Holding No.107/B/311/2/288, Ward No.29 of Siliguri Municipal Corporation**, at **Sidhu Kanu Sarani, Deshbandhupara, A.D.S.R. Office & Police Station-Siliguri, District-Darjeeling**. The said landed property is butted and bounded as follows:-

- By the North :        11' wide private common Road thereafter  
15'-3" Sidhu Kanu Sarani and also land  
& house Sri Swapan Dey;
- By the South :        Land & house of Sri Biplab Dhar and also  
land & house of Sri Hindol Sur Chowdhury;
- By the East :        Land of the legal heirs of Late Chandra Mohan Sur  
Chowdhury and also land & house of Sri Hindol  
Sur Chowdhury;
- By the West :        Land & house of Sri Binayak Basu  
and also 8 feet wide passage.

**SCHEDULE – “B”**  
**(DESCRIPTION OF THE FLAT IS HEREBY SOLD)**

**ALL THAT PIECE AND PARCEL** of one tiles finished floor complete residential **FLAT** measuring .....**Square Meter/..... (.....) Square Feet** (including 20% Super Built-up area) which includes proportionate undivided right/share in stair cases out of which **Carpet area....., Covered area....., Super Built-up area.....**, situated at the **Front Side (North-East-South Portions) Road Facing** on the ..... **Floor**, of the **3 storied residential Building**, named '**ASHROY**' standing on Schedule-'A' land together with **proportionate undivided share of total land**, being part of **Holding No.107/B/311/2/288**, within **Ward No. 29 of Siliguri**

**Municipal Corporation**, situated at Sidhu Kanu Sarani, **Deshbandhupara, Police Station, Sub Division and Additional District Sub-Registry Office at Siliguri and District-Darjeeling**. The aforesaid Flat comprises of three Bed Rooms, one Drawing cum Dining Room, one Kitchen, one Toilet, one W/C and one Balcony and is butted and bounded as follows: -

- By the North : ..... ;
- By the South : ..... ;
- By the East : ..... ;
- By the West : .....

**SCHEDULE – “C”**  
**(COMMON EXPENSES)**

1. All cost of maintenance and re-decorating of the common portions including the expenses for water pump, for paints of the outer walls of the building and boundary walls.
2. The salaries and other expenses for all persons employed for the common purpose.
3. The expenses and deposits for supplies of common utilities to the co-owners.
4. Municipal and other rates, taxes and levies and all other out goings save those separately assessed or in respect of any premises.
5. Lighting expenses incurred for common purpose.

**SCHEDULE – “D”**  
**(THE COMMON AREA AND FACILITIES SHALL INCLUDE THE FOLLOWINGS): -**

1. The proportionate undivided shares in R. S. Plot/Dag No.12157, R.S. Khatian No.2856, at Sidhu Kanu Sarani, Deshbandhupara P.S.-Siliguri District-Darjeeling with all right and appurtenance belonging thereto.
2. The foundation, column, girders, beam, supports, top roof, ways, main walls, corridors, lobbies, stair ways, common entry passage and main entrance passage for exit and entrance to and from the premises to the Siliguri Municipal Corporation Road.
3. The open space.
4. Installation of common service such as light and water etc.
5. The ring well, water tanks, pump, delivery pipe lines and general all apparatus and installations existing for common use.
6. All other parts of the property necessary or convenient to its existence and safety or normally in common use.
7. Such other common facilities as may be specifically provided for.
8. All the staircases, landings and electrical fittings of the staircases and landings.
9. All the drains, sewerage and rainwater pipes, septic tank and soak pit.
10. Boundary wall & Main Gate.

The fingers' impression sheets of the Vendor through its Director, the Purchaser and the Identifier are annexed with this deed, which are part and parcel of this deed.



IN WITNESS WHEREOF THE VENDOR/DEVELOPER THROUGH ITS ONE DIRECTOR AND THE PURCHASER AFFIX THEIR RESPECTIVE HANDS TO THESE PRESENTS IN GOOD HEALTH AND CONSCIOUS MIND AFTER UNDERSTANDING THE CONTENTS OF THIS DEED ON THE DAY, MONTH AND YEAR MENTIONED HEREINABOVE.

We have personally read, understood and signed herein

\_\_\_\_\_  
SIGNATURE OF THE VENDOR

**WITNESSES:**

1.  
(.....)  
son of .....,  
Michael Madhusudan Dutta Road,  
Deshbandhupara, Ward No.29 of S.M.C.,  
Post Office-Siliguri Town  
Police Station-Siliguri,  
District-Darjeeling, Pin-734004,  
West Bengal

\_\_\_\_\_  
SIGNATURE OF THE PURCHASER

2.  
(.....)  
wife of  
Kanika Bandyopadhyay Sarani,  
Near Gopal More, Deshbandhupara,  
Post Office-Siliguri Town, Police Station-Siliguri,  
District-Darjeeling, Pin-734004.

Drafted according to the documents supplied to me by the executants and under their instructions by me readover and explained to the parties by me and computerized in my office.

(.....)  
Advocate, Siliguri.  
Enrolment No.....