

DEED OF CONVEYANCE

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**THIS INDENTURE IS MADE ON THIS THE ____ DAY OF
_____ 20__ .**

DEED OF ABSOLUTE SALE OF RESIDENTIAL FLAT PREMISES ON OWNERSHIP BASIS AT ATELIA.

One Residential Flat Premises being **FLAT NO.** ____, having a Carpet Area ____ **Square Feet** as per RERA ACT (Regulation and Development Act) and a built-up area of ____ **Square Feet** corresponding to a Super built-up area of ____ **Square Feet** at ____ **FLOOR** of **BLOCK** - ____ of the Complex named and designed as **Square Feet** together with One parking space (measuring more or less about ____ **Square Feet**) at the **Basement/Ground** Floor of the complex with an impartible right/share in the land on which the same stands.

CONSIDERATION : Rs. /-

LAND AREA ON WHICH THE HOUSING COMPLEX STANDS : 41.25 DECIMAL OR 25 KATHA

R.S. PLOT NO. : 268

R.S. KHATIAN NO. : 556

R.S. SHEET NO. : 8

L.R. PLOT NO. : 125

L.R. KHATIAN NO. : 388, 389

L.R. SHEET NO. : 24

J.L. NO. : 2

MOUZA : DABGRAM

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION

B E T W E E N

1. _____ (PAN:- _____) S/o
,
2. _____ (PAN:- _____) S/o
,

Both are _____ by religion, Indian by Nationality, _____ by occupation, resident of _____, P.O. _____, P.S. _____ in the District of _____ --- hereinafter jointly and Collectively called **PURCHASERS/ FIRST PARTY/ BUYER** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

A N D

- A) **SRI OMPRAKASH AGARWAL**, [PAN ACRPA8890K], Son of Late Puran Chand Agarwala,
B) **SMT. PUSHPA DEVI AGARWAL**, [PAN AGMPA6931A], Wife of Sri Omprakash Agarwal,

Both Indian by Nationality, Hindu by religion, Business by occupation, resident of Shiv Mandir Road, Near Upkar Medical, Punjabi Para, Siliguri --- hereinafter jointly and collectively called the **VENDORS/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**.

A N D

M/S. PRIME BUILDERS [PAN ABAFP2985N), a Partnership Firm, having principal office at Shelcon Plaza, Room No.10, Sevoke Road, Siliguri, PIN 734001 District Darjeeling in the State of West Bengal and hereinafter referred to as "**DEVELOPER/THIRD PARTY/CONFIRMING PARTY**" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include its partners, successors in office, administrators, representatives and assigns) represented by two of its partners, **1. SRI BINAY AGARWAL**, Son of Omprakash Agarwal, Hindu by religion, Businessman by occupation, Indian by nationality, resident of Shiv Mandir Road, Punjabi Para, Post Office and Police Station Siliguri, PIN 734 001, District Darjeeling (W.B.) **2.SRI RAJESH KUMAR AGARWAL**, Son of Mahadeo

Prasad Agarwal, Hindu by religion, Business by occupation, Indian by nationality, resident of S/o Mahadeo Prasad Agarwal, Narayani Bhawan, 27, Sevoke Road, Dist. Darjeeling, Siliguri, 734001, District Darjeeling (W.B.) of the "THIRD PART".

WHEREAS the vendor hereof **SRI OM PRAKASH AGARWAL** purchased land measuring 12 Katha 8 Chattak appertaining to R.S. Plot No. 268 of Sheet No. 8 of Mouza-Dabgram recorded in R.S. Khatian no.556, J.L. No.2, P.S. Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Conveyance duly executed by **PAWAN KUMAR AGARWALA** duly registered in the office of the District Sub Registrar, Jalpaiguri recorded in the Book No. I, Document No. 5722 for the year 1991.

AND WHEREAS the vendor hereof **SMT PUSHPA DEVI AGARWAL** purchased land measuring 6 Katha 8 Chattak appertaining to R.S. Plot No. 268 of Sheet No. 8 of Mouza-Dabgram recorded in R.S. Khatian no.556, J.L. No.2, P.S. Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Conveyance duly executed by **PAWAN KUMAR AGARWALA** duly registered in the office of the District Sub Registrar, Jalpaiguri recorded in the Book No. I, Document No. 5721 for the year 1991.

AND WHEREAS the vendor hereof **SMT PUSHPA DEVI AGARWAL** purchased land measuring 6 Katha appertaining to R.S. Plot No. 268 of Sheet No. 8 of Mouza-Dabgram recorded in R.S. Khatian no.556, J.L. No.2, P.S. Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Conveyance duly executed by **GEETA DEVI AGARWALA** duly registered in the office of the District Sub Registrar, Jalpaiguri recorded in the Book No. I, Document No. 5720 for the year 1991.

AND WHEREAS possessing the aforesaid land the above named **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** duly mutated the said land in their names with the office of the B.L.&.L.R.O, Rajganj and the concerned office after verification of all deeds, documents duly mutated the land in their respective names and opened up two separate following L.R. Khatian:-

NAME OF THE LAND OWNER	L.R KHATIAN NO.
OM PRAKASH AGARWAL	389
PUSHPA DEVI AGARWAL	388

AND WHEREAS possessing the aforesaid land the above named **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** duly prayed for the conversion of land to the classification of BASTU with the office of the S.D.L.&.L.R.O, Jalpaiguri and the concerned office after verification of all deeds, documents duly converted the land vide following conversion cases:-

NAME OF THE LAND OWNER	CONVERSION CASE NO.
OM PRAKASH AGARWAL	MEMO NO.753/SDLLRO(S)JAL/2021, DATED: 23/8/2021
PUSHPA DEVI AGARWAL	MEMO NO.752/SDLLRO(S)JAL/2021, DATED: 23/8/2021

AND WHEREAS possessing the aforesaid land the above-named **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** duly mutated the said land in their names with the office of the **SILIGURI MUNICIPAL CORPORATION, SILIGURI** and the concerned office after verification of all deeds, documents duly mutated the land in their respective names and opened up holding No. **VL/100/D/165**.

AND WHEREAS by virtue of the aforesaid three separate Deeds of Conveyance **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** became the sole, absolute and exclusive owner of all that piece and parcel of land measuring about 25 Katha or 41.25 Decimal, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS possessing the aforesaid land the above-named **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** applied for Lucc from **SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY** and the said office duly granted the Lucc to Develop the project vide Memo No. **10850/SJDA** dated 01.03.2023.

The Vendors hereof **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** have got the Building Plan approved from Siliguri Municipal Corporation vide building Plan Sanction No. SWS-OBPA/0104/2023/2827 Dated 08.01.2024 for a Housing Project consisting of 5 Blocks on land measuring 41.25 Decimal or 25 Katha as more particularly described in the Schedule "A" below.

AND WHEREAS the Second Party above named being desirous of constructing a residential complex on the aforesaid land but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential complex for mutual benefit.

AND WHEREAS the Third Party hereof **PRIME BUILDERS** was looking for a suitable land for carrying out construction, development and sale of Residential Premises.

AND WHEREAS the Second Party approached Third Party to take up their land measuring 25 Katha or 41.25 Decimal for the purpose of construction of a residential Building and accordingly the Second Party hereof **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** and the Third Party hereof **PRIME BUILDERS** entered into a development agreement on such terms and conditions as laid down in the **DEVELOPMENT AGREEMENT** registered at the Office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Volume No. 0711-2023, Pages 106667 to 106696, Being Document No. 071105209 for the year 2023.

AND WHEREAS the Third Party hereof decided to construct a Residential Building comprising on **Schedule - "A"** land according to the Building Plan prepared which was approved by Siliguri Municipal Corporation vide Order No. SWS-OBPA/0104/2023/2827 Dated 08.01.2024 for a G+5 Storied Multi Storied Residential Complex consisting of 5 Blocks/Wings.

AND WHEREAS the Third Party above named had completed the construction of the said Residential Building and to assign and identify has named the residential complex as **"ATELIA"**.

AND WHEREAS abovenamed **SRI OM PRAKASH AGARWAL** and **SMT PUSHPA DEVI AGARWAL** (being Vendor hereof) & **PRIME BUILDERS** (being Developer hereof) registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulation Authority at West Bengal vide RERA No. _____ on _____ under registration.

AND WHEREAS the Second and Party have formulated a scheme for selling apartment/Unit/Premises and to enable different person(s)/party(s) intending to have own flat/ unit/Parking premises/Store for house hold goods in the said Building Complex along with the undivided proportioned share and interest in the land as more fully described in **Schedule "A"** below, the proportioned share or interest in the **Schedule-"A"** to be determined according to the constructed areas comprising the unit or premises proportioned to the total constructed area of the building.

AND WHEREAS the Second & Third Party hereof offered intended buyers to apply for purchase of their flats and the First Party being intended to purchase the **"B"** Scheduled property offered the Second & Third Party to purchase the said **"B"** Schedule Property in the said Housing Complex named **"ATELIA"** for a valuable consideration as fully described in the Schedule **"E"** below.

AND WHEREAS the Second & Third Party hereof being satisfied with the offer of the Second Party allotted the **"B"** Scheduled Premises to the Second Party and an Agreement to Sale was executed among the parties hereto in this behalf and the same was registered at the office of _____ and recorded in Book No. _____, Volume No. _____ Pages _____ to _____ Being Document No. _____ for the year 2023.

AND WHEREAS the First Party being in need of a residential flat/Property in ownership in the locality where the aforesaid multistoried residential Complex is situated and after inspecting the documents of title of Second Party to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Second & Third Party as reasonable and highest and have agreed to purchase from the Second & Third Party said property as more fully and particularly described in Schedule **"B"** given hereunder with undivided common share or interest in the stairs, open space, common toilets, bore well, overhead tanks and other fittings and fixtures and other common parts services, services of the building free from all encumbrances, charges, liens, lispendens, 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 as described in Schedule **"E"** below.

AND WHEREAS the Second Party (being the owners) and the Third Party (being the Developer) agreed to execute the Deed of Conveyance in respect of Schedule “B” property in favour of the First Party for effectually conveying the right, title and interest in the Schedule “B” property for a valuable consideration as described in Schedule “E” below.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. **THAT** for valuable consideration of Rs. _____ /- (**Rupees** _____) only in the manner as more fully described in Schedule “E” below paid by the First Party to the Second Party, the receipt of which is acknowledged by the Second Party by execution of these presents and grants full discharge to the First Party from the payment thereof and the Second Party do hereby convey and transfer absolutely the Schedule “B” property to the First Party who shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.
2. **SATISFACTION OF BUYER: THAT** the First Party have examined and inspected the Documents of title of the Second Party and verifying the 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 Provision and utilities and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and has satisfied himself /herself /themselves /itself about the standard of construction thereof including that of the Schedule “B” property purchased by the First Party and shall have no claim whatsoever as to construction plan quality of materials used or standard of workmanship in the construction, thereof including foundation of the building and development, installations, erections and construction of the COMMON PROVISION AND UTILITIES as more fully described in the Schedule “D” below.
3. **MEASUREMENT: THAT** the measurement of the Said Flat as mentioned in this Deed is the final measurement of the Said Flat which has been certified by _____ which has been verified and agreed by the Buyer, who hereby covenants the satisfaction of the measurement of the built up area.
4. **CREATION OF RIGHTS: THAT** the First Party shall have all rights, title and interest in the property sold and conveyed to him/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever

from the Second Party or anybody claiming through or under it and all rights, title and interest which are vested in the Second Party with respect to the Schedule "B" property and shall henceforth vest in the First Party to whom said property has/have been conveyed absolutely.

5. **SAID PARKING SPACE AND TERMS OF ALLOTMENT: THAT** as per mutual agreement by and between the Parties that the Said Parking Space (if any has been agreed to be taken by the Buyer) (1) shall be allotted to the Buyer at the discretion of the Second Party by an allotment letter to be issued by the Second party on this behalf in favor of the buyer (2) Parking may be in the Basement/Ground floor as the case may be of any building in the Said Complex, in any of the Said Complex as be decided by the Vendor in its sole discretion (3) may be independent (having direct access) from driveway or dependent (not having direct access from driveway) as be decided by the Vendor in its sole discretion. It is clarified that (1) the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Vendor in this regard shall be final and binding on the Buyer and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Buyer and not for any other purposes and (2) the Buyer will have exclusive right to park in the Said Parking Space.

6. **RIGHT AGAINST ENCROACHMENT: THAT** the First Party shall not encroach upon any portion of land or buildings carved out by the Second Party for the purpose of the road, landings stairs, passages, corridors, etc or other community purposes and in the event of encroachment, the Second Party 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 by force and the First Party 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.

7. **PRESERVATION OF COMMON AREA: THAT** the First Party further covenants with the Second Party not to injure harm or cause damage to any part of the building including common portions and areas as well 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 otherwise in any manner whatsoever and in the event of contrary the First Party shall be fully responsible for it. The Second Party shall not be held responsible in any manner whatsoever for the same.

8. **EXCLUSIVE FOR RESIDENTIAL PURPOSE: THAT** the First Party hereby covenants with the Second Party not to dismantle the Schedule “B” property and part thereof hereby sold and conveyed in favour of the First Party and the same shall be held by the First Party exclusively for residential purposes.

9. **ALTERATION: THAT** the First Party shall not make any such addition or alteration in the Apartment as may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and to cause any structural damage or encroachment on the structure of the building(s) in the complex.

10. **SUB DIVIDE OR DEMOLISH:** That the First Party have agreed that he/she/they/it shall not sub-divide or demolish any structure of the schedule “B” property and the complex as a whole without the prior approval and consent of the Second Party and/or the local authority, if required. The First Party, however, undertakes that he/she/they/it shall not divide/sub-divide the schedule “B” property in any manner. The First Party shall also not change the colour and facade of outer walls of his/her/their/its Apartment/s.

11. **RESTRICTION ON DISPLAY OF BOARDS:** That the First Party shall not display any names, address, signboard, advertisement, materials, etc. on the external facade of the Apartment/Tower/Wing and also the complex.

12. **DECLARATION OF SECOND PARTY: THAT** the Second Party declares that the interest which it professes to transfer hereof subsists as on the date of these presents and that the Second Party have not previously transferred, mortgaged, contracted for sale or otherwise 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 whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary the Second Party shall be liable to make good the loss or injury which the First Party may suffer or sustain there from and also be liable to compensate the First Party for the same.

13. **COVENANT TO FIRST PARTY: THAT** the Second Party further covenants with the First Party that if for any defect of title or for act done or suffered to be done by the Second Party, the First Party 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 Second Party shall return to the

First Party the full or proportionate part of the consideration money as the case may be.

14. **TENANCY RIGHT: THAT** the Second Party do hereby covenants with the First Party that the tenancy rights under which Schedule “A” property is held by the Second Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Second Party proposes to transfer subsists and the Second Party have full right and authority in Schedule “B” property to transfer the undivided right in the land to the First Party in the manner as aforesaid and the First Party shall hereinafter peacefully and quietly possess and enjoy the Schedule “B” property without any obstruction or hindrance whatsoever.

15. **NO HINDRANCE FROM FIRST PARTY: THAT** the First Party shall not do any act, deed or thing whereby the development/construction of the said building/Complex is in any way hindered or impeded with nor shall prevent the Second Party from selling, transferring assigning or disposing of unsold portion of right, title and interest therein or appurtenant thereto.

16. **PAYMENT ACKNOWLEDGEMENT:** THAT full consideration of Rs._____ has been made and the Second Party hereby acknowledges the receipt of the full and final payment of consideration amount. The Consideration amount shall include all the followings:

16.1 Special Amenities/Facilities: providing any special amenities/ facilities in the Common Portions (save and except those described in the **D Schedule** below) and improved specifications of construction of the Said Flat and/or the Said Building/Complex, proportionately.

16.2 Electricity: obtaining HT/LT electricity supply from the supply agency, & Generator & Water charges, with applicable Goods & Service Tax based on the super built-up area of Said Flat. However, this price does not include charges applicable for Individual Electricity Meter Security Deposit to the WBSEDCL as and when applicable and other charges as applicable specifically mentioned other clauses.

16.3 Electricity Meter for Common Portions: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.

16.4 Betterment Fees: betterment or other levies as has been charged/ imposed by any government authorities or statutory bodies on the Said Property or the Said Flat and Appurtenances or its transfer in terms hereof, proportionately.

16.5 Taxes: GST Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat.

16.6 Legal Fees, Stamp Duty and Registration Costs: Fees of Advocates (**Legal Advisors**), who have drawn this Deed and all further documents (for registration). However, Stamp duty, registration fees and other miscellaneous expenses for registration and all other fees and charges, if any, has been borne by the Buyer in separate.

16.7 Common Expenses/Maintenance Charges and Rates & Taxes: Common expenses/maintenance charges described in the **C Schedule** below (**Common Expenses/Maintenance Charges**), proportionately from the Date of Possession (i.e. _____ shall be deemed to be the date on which the possession has been handed over to the Buyer). It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the components of the Common Portions. It is clarified that (1) the Said Complex shall be maintained from the date of Possession i.e. _____ until _____ by the Second Party as per the initial terms of the Agreement and thereafter through the Association (formed by the residents/owners of the apartment) and (2) the supervision of maintenance of the Said Complex shall be handed over by the Vendor to a body of flat owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), on _____. It is clarified that no Common Expenses/ Maintenance Charges shall be payable by the Vendor towards the unsold flats of the Said Complex.

17. **COMMON EXPENSES POST_____:** All expenses of common nature more specifically defined in **Schedule C** shall be borne by the Owners of the Flat after the _____. Also, it has been agreed that common expenditure will be divided among the buyers only and no expenses will be borne by the Vendor for unsold flats.

18. **HAND OVER OF POSSESSION:** Subject to other clauses, the Buyer shall be deemed to have been handed over the Possession of the **Schedule B** property on and from the _____.

19. **ELECTRICITY CONNECTION: THAT** the First Party have to obtain his/her/their/its own independent electric connection from the WBSEDCL for his/her/their/it electric requirement and the connection charges as well as the electric consumption bill will be paid by the First Party. The Second Party shall not have any responsibility or any liability in this respect.

20. **CONTINUING CONSTRUCTION BY VENDOR:** The Vendor shall continue construction, completion, up-gradation and beautification for finishing the Apartment and its common area, however the premises as mentioned in **"SCHEDULE B"** below, i.e. the Flat has been completed upto the satisfaction of the Buyer.

21. **QUALITY, WORKMANSHIP AND ACCEPTANCE OF VARIATIONS ETC.:** The decision of the Architect regarding quality, workmanship and variations is final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect post the registration of these present, however the Second Party covenant that in no case there will be any alteration made to the building structure and/or the Scheduled B property and the Buyer hereby further agrees not to raise any objection to the Vendor and/or the Architect making any other variations, modifications or alterations.

22. **COMPLETE SATISFACTION ON POSSESSION:** On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat, including the super built up area of the Said Flat.

23. **COMMENCEMENT OF OUTGOINGS:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Rates & Taxes shall become payable by the Buyer, however Common Expenses/Maintenance Charges shall be initially borne by the Vendor until _____ and thereafter all outgoings in this regards shall also be payable by the buyer.

24. **COMMON PORTIONS:** The Vendor shall maintain the Common Portion until Vendor shall hand over management and upkeep of all Common Portions

to the Association (the First Committee of which shall be nominated by the Vendor) and for the formation of which the Buyer hereby grant a Specific Power of Attorney to the Vendor.

25. BUYER AWARE OF AND SATISFIED WITH COMMON PORTIONS AND SPECIFICATIONS: The Buyer, is/are fully satisfied and have complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters. The Buyer has examined and is acquainted with the Said Complex and acknowledges that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or any Wing of the Said Complex **save and except** the Said Flat And Appurtenances.

26. NO RIGHTS OF OR OBSTRUCTION BY BUYER: All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this present and the Vendor shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same and/or any part thereof.

27. NO OBSTRUCTION BY BUYER TO FURTHER CONSTRUCTION: The Vendor shall be entitled to make other constructions elsewhere on the Said Property/Said Phase/Said Complex and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/ developmental activity. The Buyer also admits and accepts that the Vendor and/or employees and/or agents and/or contractors and/or sub-contractors appointed by the Vendor shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

28. VARIABLE NATURE OF LAND SHARE AND SHARE IN COMMON PORTIONS: The Buyer fully comprehends and accepts that (1) the Land Share, the Share in Common Portions and the share in the Said Club is a notional proportion that the Said Flat bears to the currently built/used area of the Said Building/Said Phase/Said Complex (2) if the area of the Said Building/Said Phase/Said Complex/Said Club is recomputed by the Vendor, then the Land Share, the Share In Common Portions and the share in the Said Club shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share,

the Share in Common Portions and the share in the Said Club and (4) the Land Share, the Share In Common Portions and the share in the Said Club are not be divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor in future, in its absolute discretion.

29. **EXTENSION OF PROJECT:** If need be and situation persists, the Vendor may extend the project onto a bigger project as deemed fit by the Vendor and the proportion defined in clauses 27 & 28 shall be proportioned after inculcating such extensions and the Buyer hereof gives his/her/their/it's NOC in this regard.

30. **BUYER TO PARTICIPATE IN FORMATION OF ASSOCIATION:** The Buyer admits and accepts that the Buyer and other Future Buyers of Flats who may hereinafter acquire any unit in the Said Complex shall form the Association as per the prevailing law and the Buyer shall become a member thereof.

31. **OBLIGATIONS OF BUYER:** The Buyer shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Phase, the Said Complex by the Vendor/the Facility Manager/the Association (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Vendor/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Wing, the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances from the date of Possession and further for the Common Portions and the Specified Facilities from the _____-on pro-rata basis.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided there-for, ensuring that no inconvenience is caused to the Vendor or to the other Flat Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property, the Said Phase and outside walls of the Said Building **save** in the

manner indicated by the Vendor/the Association (upon formation). The Vendor shall endeavor to provide conduits for T.V. cable line or DTH connection.

(e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building/Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Vendor/the Association (upon formation) (as the case may be) as estimated by the Vendor/the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building/Complex. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Vendor, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place.

(h) **No Sub-Division:** not to sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

(i) **No Changing of Name:** not to change/alter/modify the names of the Said Building and the Said Complex from that mentioned in the Vendor brochure.

(j) **No Nuisance and Disturbance:** not to use the Said Flat or the Common Portions or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(k) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

(l) **No Obstruction to Vendor/Facility Manager/ Association:** not to obstruct the Vendor/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Vendor in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/the Said Complex/Said Property (excepting the Said Flat and the Said Parking Space hereby sold).

(m) **No Obstruction of Common Portions/Specified Facilities:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.

(n) **No Violating the Rules:** not to violate any of the rules and/or regulations laid down by the Vendor/the Facility Manager/the Association (upon formation) for the use of the Common Portions.

(o) **No Throwing of Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated there-for.

(p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any and the Common Portions.

(q) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.

(r) **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified

Facilities or outside walls of the Said Flat/Said Building/Said Complex **save** at the place or places provided therefore **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.

(s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(t) **No Installing Generator:** not to install or keep or run any generator in the Said Flat and the Said Parking Space, if any or anywhere in the Complex.

(u) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.

(v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Flat.

(w) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

(x) **Not to release pets:** not to release the pet animals living with the Buyer in the Said Flat in the Common Portions alone for any other purpose whatsoever.

(y) **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat and Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/buyers address and telephone number.

(z) **No Right in Other Areas: Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the Said Phase/the Said Property/ the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Vendor either constructing or not constructing on the said other portions of the Said Phase/the Said Property/ the Said Complex or any extension initiated by the Vendor.

(aa) **Roof Rights:** A the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof.

32. **OBLIGATION REGARDING TAXES:** In the event of the Vendor being made liable for payment of any tax, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Goods & Service Tax, Works Contract Tax, or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Vendor is advised by its consultant that the Vendor is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Vendor, having agreed to perform the obligations under this present, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Vendor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Vendor's consultant shall be paid by the Buyer upon levy.

33. **INTERIOR MAINTENANCE: THAT** the First Party shall carry out the maintenance and interiors of the Schedule "B" property at his/her/their/its own cost. The insurance of the Schedule "B" property as well as the interiors of the same shall be the responsibility of the First Party. The Second Party shall not in any case be held liable and responsible for any damage or loss occurred on account of any act, deed, neglect or omission to do an act of the First Party from the date of this present.

34. **EXECUTION OF OTHER DOCUMENTS: THAT** the Second Party 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 First Party to the property hereby conveyed at the cost of the First Party.

35. **MUTATION: THAT** the First Party shall have to get his/her/their/its name mutated with respect to the said Schedule "B" property at the office of B.L. & L.R.O, Rajganj and Siliguri Municipal Corporation and get numbered as a separate holding and shall pay Holding Taxes as may be levied upon his/her/their/its from time to time though the same has not yet been assessed.

36. **RIGHT TO SALE/OTHERWISE: THAT** the First Party shall have the right 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, subject to the fact that no terms and condition of sale as per this deed is breached.

37. **USE OF PROPERTY: THAT** the First Party shall always use the schedule “B” property for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and assets of other occupants or the equipment in the Complex or use the schedule “B” property for any activity which may be immoral or illegal.

38. **SAFETY AND SECURITY: THAT** security of the entire complex shall always be the sole responsibility of the First Party and other occupants of the complex.

39. **TAXES: THAT** the Second Party will pay up to date municipal taxes, Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **Schedule - “B”** property. That the Second Party 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 Second Party proportionately with all the purchaser/s unless separately levied upon and charged for.

40. **MAINTENANCE CHARGES POST _____: THAT** in case the First Party makes default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule “C” given hereunder) within **7th** of every month to the Apartment Owners association, the First Party shall be liable to pay interest at the rate of _____ per month or part of a month Compoundable every month for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Association acting at the relevant time for any loss or damage suffered by the association in consequence thereof. The association if they so find it reasonable may restrain the First Party for using the common facilities of the complex for non-payment of maintenance fee.

41. **USE OF GENERATOR: 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 air pollution will not be permitted in any of the residential flats of the building save the battery operated inverter.

42. **PARKING RIGHTS: THAT** the First Party shall not be entitled to park any vehicle in the others parking area, common area and passage within the complex except in the parking area provided to First Party if any by the Second Party as more fully described in the schedule “B” Below.

43. **NO-RESTRICTION IN ALLOTMENT OF PARKING: THAT** the First Party shall have no objection if the Second Party and/or other occupants of different Flats in another Wing or in the same Wing in the said complex use the parking facility in the Wing in which the First Party of these presents has purchased the Schedule “B” property, provided said facility has been allotted/sold by the Second Party.

44. **USE OF UNALLOTTED PARKING: THAT** the Second Party shall use the remaining car parking area in any manner whatsoever (i.e. servant quarter, Open Parking and/or closed parking with shutter gate, etc.) if required to which the First Party shall have no objection.

45. **ABIDE BY LAWS:** That the First Party shall abide by the laws of land, including the local laws and directions of the statutory authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the First Party, the same shall be paid and satisfied by the First Party.

46. **FUTURE LAWS: THAT** all taxes, levies, assessments, demands or charges levied or leviable in future on the land or building or any part of the complex shall be borne and paid by the First Party in proportion to the area of the Schedule “B” Property.

47. **ARBITRATION: THAT** the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the First Party and the Second Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act 1996 as amended up to date and in case their decision is not acceptable the parties hereto shall have the right to move to Court at Jalpaiguri.

SCHEDULE 'A'
(DESCRIPTION OF THE LAND ON WHICH "ATELIA" STANDS)

All that piece or parcel of homestead land measuring **25** (Two Five) **KATHA** or 41.25 Decimal appertaining to and forming part of **R.S. Plot No. 268** (Two Six Eight) corresponding to **L.R. Plot No. 125**(One Two Five) of **R.S. Sheet No. 8** (Eight) corresponding to **L.R. Sheet No.24**(Two Four) recorded in **R.S. Khatian No. 556** (Five Five Six) corresponding to **L.R. Khatian Nos. 389** (Three Eight Nine), **388** (Three Eight Eight) of Mouza-**DABGRAM**, J.L. No. 02, Pargana - **BAIKUNTHAPUR**, P.S. **BHAKTINAGAR** in the District of **JALPAIGURI**. Road: Satyajit Roy Road, SMC Ward NO.41.

The said land is butted and bounded as follows:-

BY THE NORTH : PLOT NO. 268(PART),
BY THE SOUTH : 20' WIDE ROAD,
BY THE EAST : LAND OF PLOT NO. 268(PART),
BY THE WEST : 23.5 FEET WIDE ROAD.

SCHEDULE 'B'
(DESCRIPTION OF PROPERTY HEREBY SOLD)

A residential flat premises having Tiles Flooring, being **FLAT NO. ____**, having a Carpet Area **_____ Square Feet** as per RERA ACT (Regulation and Development Act) and a built-up area of **_____ Square Feet** corresponding to a Super built-up area of **_____ Square Feet** at **___ FLOOR** of **WING/BLOCK-_____** of the Complex named & designed as "**ATELIA**" together with One parking Space (measuring more or less about **___ Square Feet**) to be allotted & identified by the Second Party at Ground Floor of the complex with a proportionate right in the Schedule "A" land on which the apartment stands in common with the first party and/or other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex.

SCHEDULE-C
COMMON EXPENSES

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and / or the common portions.
5. All charges and deposits for supplies of common utilities to the co owners in common.
6. SMC Holding tax, water tax and other levies in respect of the premises and the building/ Complex save those separately assessed in respect of any unit or on the purchaser/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 the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

SCHEDULE - D
COMMON PROVISIONS AND UTILITIES

1	Lift
2	Community Hall with Lawn
3	Splash Pool
4	Indoor Games Area
5	Children Play Area
6	Outdoor Gym
7	Yoga Deck
8	Roof Top Adda Zone
9	Fire Fighting Facilities
10	Boundary Wall
11	Main Gates for Entry and Exit, Security Room
12	Internal Roads
13	Drainage and Sewerage
14	Street Lights and Other Electrical Fittings, Fixtures
15	Drinking Water System, Tanks, Reservoirs, Pump House Etc
16	Green spaces with all trees, bushes, shrubs, flower beds etc. Together with all areas forming an integral part of atelia, which are open to sky

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE - E
CONSIDERATION FOR SCHEDULE "B" PROPERTY

Valuable monetary consideration for selling and transferring the Schedule "B" Property absolutely by the First Party to the Second Party amounts to **Rs. _____/-** (**Rupees _____**) only, is paid and the same has been received exclusively by the Second Party for the transfer of The "B" schedule property consisting of a residential flat premises having Tiles Flooring, being Flat No. ___ measuring _____ Square Feet (carpet area) at ___ Floor of Block- ___ of the Complex named & designed as "ATELIA" together with One parking Space constructed on the Schedule-A land measuring 25 Katha or 41.25 Decimal appertaining to and forming part of R.S. Plot No. 268 corresponding to L.R. Plot No. 125 of R.S. Sheet No. 8 corresponding to L.R. Sheet No.24 recorded in R.S. Khatian No. 556 corresponding to L.R. Khatian Nos. 389, 388 of Mouza-Dabgram, J.L. No. 02, Pargana - Baikunthapur, P.S. Bhaktinagar in the District of Jalpaiguri. Road: Satyajit Roy Road, SMC Ward NO.41

IN WITNESS WHEREOF ALL THE PARTIES HERETO SETS SEALED AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED 'FIRST PARTY, SECOND PARTY & THIRD PARTY'.

WITNESESS: -

1.

FIRST PARTY

2.

SECOND PARTY

THIRD PARTY

Drafted by me and printed at my office,

JUGAL SANGHAI
ADVOCATE/SILIGURI
REG. NO. WB/306/2011