

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____, **TWO THOUSAND AND TWENTY-THREE (2023)**.

-BETWEEN-

M/S. SIDDHI VINAYAK CONSTRUCTION, [PAN NO.AEMFS7759E] a partnership firm having its office at Holding No. 215/1/293, Ground Floor, Rashbehari Sarani, Hakimpara, Post Office – Siliguri, Police Station- Siliguri, Pincode - 734001, District - Darjeeling, represented by its one of its Partner, **(1) SRI SUBRATA SARKAR, (PAN No. APWPS9907D) (AADHAR No. 499713209169)** son of Sri Bibhash Sarkar, by Religion – Hindu, by Occupation – Business, by Nationality – Indian, residing at 39, Rashbehari Sarani, Hakimpara, Post Office - Siliguri, Police Station- Siliguri, Pincode - 734001, District – Darjeeling, West Bengal

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(2) SRI KOUSTAV DEY, (PAN No. AFDPD4863J, AADHAR No. 578694070699), son of Sri Ashok Kumar Dey, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 20, Gostho Paul Sarani, Hakimpara, Post Office & Police Station- Siliguri, Pincode - 734001, District - Darjeeling, West Bengal, hereinafter referred to as the **“OWNER/DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART**.

-AND-

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be

deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

WHEREAS :-

1. One Sri Amrita LatMitra was the recorded owner of land measuring 0.166 acres, in part of the R.S. Plot No. 6577, recorded in R.S. Khatian No. 3877, situated within Mouza - Siliguri, J.L. No. 110 (88),

Touzi No. 3 (Ja), Paragana- Baikunthapur, Police Station - Siliguri, District – Darjeeling and was in his khas, actual and physical possession with permanent, heritable and transferable right, title and interest therein. Thereafter, above named Sri Amrita LatMitra, constructed a tin shed house measuring 1600 square feet on the said land and started living thereon.

2. Amrita LatMitra died intestate on 15.08.1959, leaving behind his wife namely Smt. SukumariMitra and two sons namely Sri. Anil Kumar Mitra and Dr. Sunil Kumar Mitra and two daughter namely Miss RenukaMitra& Miss Rani Mitra as his only legal heirs and successors and each entitled to undivided one-fifth share therein.
3. Smt. SukumariMitra died intestate in the year 1976, leaving behind her two sons namely Sri. Anil Kumar Mitra and Dr. Sunil Kumar Mitra and two daughter namely Miss RenukaMitra& Miss Rani Mitra as her only legal heirs and successors and each entitled to undivided one-fourth share therein.
4. By virtue of such law of inheritance, above named Sri. Anil Kumar Mitra, Dr. Sunil Kumar Mitra, Miss RenukaMitra and Miss Rani Mitra became the joint and absolute owner of the land measuring 0.166 acre together with a tin shed house measuring 1600 sq. ft. standing thereon, in part of R.S. Plot No. 6577, recorded in R.S. Khatian No. 3877, situated within Mouza–Siliguri(at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(Ja), Paragana- Baikunthapur, Police Station - Siliguri, District – Darjeeling and each having 1/4th undivided share each in their khas, actual and physical possession with permanent, heritable and transferable right, title and interest therein.
5. Sri. Anil Kumar Mitra died intestate on 01.09.1971, leaving behind his wife namely Smt. Monika Mitra and one son namely Sri. Prabir Kumar Mitra as his only legal heirs and successors and thereafter, Prabir

Kumar Mitra also died intestate on 23.06.2007 as bachelor, leaving behind his mother namely Smt Monika Mitra as his only legal heir and successor and she is entitled to undivided one-fourth share therein.

6. Dr. Sunil Kumar Mitra died intestate on 15.04.2001, leaving behind his wife namely Smt Nilima Mitra as his only legal heir and successor and she is entitled to undivided one-fourth share therein.
7. By virtue of such law of inheritance, Smt. Monika Mitra, Smt. Nilima Mitra, Miss Renuka Mitra and Miss Rani Mitra became the joint and absolute owners of 0.166 acres, but at present they are in actual possession of an area of land measuring 0.151 acres in Mouza- Siliguri (at present Siliguri Madhya), J.L. No. 110 (88), Touzi No. 3(Ja), Paragana- Baikunthapur, Police Station- Siliguri, District - Darjeeling and Rani Mitra, Renuka Mitra, Nilima Mitra and Monika Mitra recorded their names in the record of concern B.L.L.R.O and obtained new Khatian Nos. 13183, 13184, 13185 and 13186 in their names respectively and also obtained new L.R. Plot No. 1722.
8. Smt. Monika Mitra, Smt. Nilima Mitra, Miss Renuka Mitra and Miss Rani Mitra are the joint and absolute owners of **ALL THAT** piece and parcel of a plot of Bastu land measuring 0.151 acres together with 70 years old Tin shaded structure residential house measuring 1600 square feet in part of R.S. Plot No. 6577, corresponding to L.R. Plot No. 1722, recorded in R.S. Khatian No. 3877, corresponding to L.R. Khatian Nos. 13183, 13184, 13185, & 13186 situated within Mouza - Siliguri (at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(ja), Paragana - Baikunthapur, Azad Hind Sarani, Subhas Pally, Post Office - Siliguri, Police Station - Siliguri, Pincode - 734001, District - Darjeeling, West Bengal and hereinafter referred to as the "**said Land**". Thereafter, they partitioned the said land and were enjoying the same

peacefully, freely, absolutely and without any interruptions from any corner whatsoever.

9. NilimaMitra is the absolute owner of the land measuring about 0.03775 acres together with 70 years old tin shaded residential house measuring 400 square feet out of total land measuring 0.0151 acres together with 70 years old tin shaded residential house measuring 1600 square feet, in part of R.S. Plot No. 6577, corresponding to L.R. Plot No. 1722, recorded in R.S. Khatian No. 3877, corresponding to L.R. Khatian No. 13185, situated within Mouza – Siliguri(at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(ja), Paragana-Baikunthapur, Azad Hind Sarani, Subhas Pally, Post Office & Police Station – Siliguri, Pincode - 734001, District - Darjeeling, in the State of West Bengal.

10. By a Deed of Sale dated 27th December, 2021, registered in the office of Additional Registrar, Assurance – III, Kolkata and recorded in Book No. I, Volume No. 1903-2022, Pages from 100066 to 100096, being No. 190315889 for the year 2021, NilimaMitra sold and transferred ALL THAT piece and parcel of Bastu land measuring 0.03775 acres together with 70 years old tin shaded residential house measuring 400 square feet out of total land measuring 0.0151 acres together with 70 years old tin shaded residential house measuring 1600 square feet, in part of R.S. Plot No. 6577, corresponding to L.R. Plot No. 1722, recorded in R.S. Khatian No. 3877, corresponding to L.R. Khatian No. 13185, situated within Mouza – Siliguri(at present Siliguri Madhya), J.L. No.110 (88), Touzi No 3(ja), Paragana- Baikunthapur, Azad Hind Sarani, Subhas Pally, Post Office & Police Station – Siliguri, Pincode - 734001, District - Darjeeling, in the State of West Bengal to M/s. Siddhi Vinayak Construction, according to the terms and conditions contained therein.

11. Monika Mitra is the absolute owner of the land measuring about 0.03775 acres together with 70 years old tin shaded residential house measuring 400 square feet out of total land measuring 0.0151 acres together with 70 years old tin shaded residential house measuring 1600 square feet, in part of R.S. Plot No. 6577, corresponding to L.R. Plot No. 1722, recorded in R.S. Khatian No. 3877, corresponding to L.R. Khatian No. 13186, situated within Mouza – Siliguri(at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(ja), Paragana - Baikunthapur, Azad Hind Sarani, Subhas Pally, Post Office & Police Station – Siliguri, Pincode - 734001, District - Darjeeling, in the State of West Bengal.
12. By a Deed of Sale dated 20th December, 2021, registered in the office of A.D.SR., Siliguri, Darjeeling and recorded in Book No. I, Volume No. 1402-2022, Pages from 2844 to 2868, being No. 040203842 for the year 2021, Monika Mitra sold and transferred ALL THAT piece and parcel of Bastu land measuring 0.03775 acres together with 70 years old tin shaded residential house measuring 400 square feet out of total land measuring 0.0151 acres together with 70 years old tin shaded residential house measuring 1600 square feet, in part of R.S. Plot No. 6577, corresponding to L.R. Plot No. 1722, recorded in R.S. Khatian No. 3877, corresponding to L.R. Khatian No. 13186, situated within Mouza – Siliguri(at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(ja), Paragana -Baikunthapur, Azad Hind Sarani, Subhas Pally, Post Office & Police Station – Siliguri, Pincode - 734001, District - Darjeeling, in the State of West Bengal to M/s. Siddhi Vinayak Construction, according to the terms and conditions contained therein.
13. Therefore, M/s. Siddhi Vinayak Construction became the sole and absolute owner of ALL THAT piece and parcel of Bastu land measuring 0.0755 acres together with a tin shaded residential house measuring

800 sq. ft. standing thereonsituated within Mouza – Siliguri(at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(ja), Paragana-Baikunthapur, Azad Hind Sarani, Subhas Pally, Post Office & Police Station – Siliguri, Pincode - 734001, District - Darjeeling, in the State of West Bengal and mutated its name in the record of concern B.L.L.R.O. and obtained a new L.R. Khatian No. 13316 in respect of L.R. Plot No. 1722.

14. M/s. Siddhi Vinayak Construction became the sole and absolute owner of **ALL THAT** piece and parcel of Bastu land measuring 0.0755 acres comprised in part of R.S. Plot No. 6577, corresponding to L.R. Plot No. 1722, recorded in R.S. Khatian No. 3877, corresponding to L.R. Khatian Nos. 13185 and 13186, corresponding to modified L.R. Khatian No. 13316, situated within Mouza – Siliguri(at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(ja), Paragana -Baikunthapur, Azad Hind Sarani, Subhas Pally, Post Office & Police Station – Siliguri, Pincode - 734001, District - Darjeeling, in the State of West Bengal and hereinafter referred to as “**the said Premises**” and more fully and particularly mentioned and described in the **Schedule “A”** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in his own name as the absolute owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as it will think fit and proper. The Owner state that the said Premises has a good and marketable title and the Owner is exercising all rights of ownership thereupon free from all encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

12. The Owner and the Developer pursuant to the Development Agreement duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the building **Sanction Building Plan No. SWS-OBPAS/0104/2022/1897 dated 02-03-2023**, duly issued by Siliguri Municipal Corporation, in respect of the project known as **'AMRIT KUTIR - I'**.
13. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on _____ under registration no. _____.**
14. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO. _____**, on the _____ **Floor** of the building being **Block-_____**, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as **'AMRIT KUTIR - I'**, hereinafter referred to as the said **"UNIT"** more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written **TOGETHERWITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all

other units in the building at and for a total consideration of the said unit sum of **Rs.** _____ /- (**Rupees** _____) **only**.

13. The said Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.** _____ /- (**Rupees** _____) **only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-** _____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as '**AMRIT KUTIR - I**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached

thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful

eviction or interruption, claim and demand whatsoever from the Owner and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owner and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owner and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
5. The Owner and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the

Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

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

1. The Purchasers admits and accepts that the **OWNER AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNER AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNER AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the

Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.

- iv) TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or

compound or any portion of the building.

- x)** **NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi)** **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii)** **NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii)** **NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** **NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv)** **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the

building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

- xvi)** **NOT TO** install grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii)** **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii)** **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix)** **NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx)** **NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxi)** **NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or

COMMON PARTS AND PORTIONS in the Complex.

- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.
- xxvii) To pay GST** at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

THE FIRST SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of Bastu land measuring 0.0755 acres together with a tin shaded residential house measuring 800 sq. ft. standing thereon comprised in part of R.S. Plot No. 6577, corresponding to L.R. Plot

No. 1722, recorded in R.S. Khatian No. 3877, corresponding to L.R. Khatian Nos. 13185 and 13186, corresponding to modified L.R. Khatian No. 13316, situated within Mouza – Siliguri(at present Siliguri Madhya), J.L. No. 110 (88), Touzi No 3(in), ParaganaBaikunthapur, Azad Hind Sarani, Subhas Pally, Post Office & Police Station – Siliguri, Pincode - 734001, District - Darjeeling, in the State of West Bengal, which is butted and bounded as follows:-

On the North: L & H of Gouri Sankar Chakraborty;

On the South: Amrit Kuthir 2;

On the East: Land of FCI Godown;

On the West: 22'-0" wide S.M.C. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(THE SAID UNIT)

ALL THAT the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as '**AMRIT KUTIR - I**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(COMMON FACILITIES AND AMENITIES)

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

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exits Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Windows, Doors and other fittings of the common area of the premises.
 - e) Lift and their accessories installations and space required therefore.
 - f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
(EASEMENTS)

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements,

appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.

2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.

3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other units of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner, not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said unit and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said unit and the said unit and the said premises so far as be reasonably necessary for the beneficial

occupation and enjoyment of the said unit and the properties appurtenant thereto for all lawful purpose whatsoever.

6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **OWNER/DEVELOPER and**
PURCHASERS at _____ in the
presence of:

WITNESS:

1.

2.

**SIGNATURE OF THE
OWNER/DEVELOPER**

SIGNATURE OF THE PURCHASERS

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum
Rs. _____ **/- (Rupees** _____ **)only** by way of total
 consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

Sl.No.	Date	Cheque No.	Bank	Amount (in Rs.)
			TOTAL	_____ /-

(Rupees _____ **)only.**

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-