

DEED OF CONVEYANCE

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THIS INDENTURE IS MADE ON THIS THE _____ DAY
OF _____ 20__ AT SILUGURI

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

One Residential Flat Premises being FLAT NO. _____, having a Carpet Area _____ Sq.Ft.
as per the RERA [The Real Estate (Regulation and Development) Act, 2016] and a built-up
area of _____ Sq.Ft. corresponding to a Super built-up area of _____ Sq.Ft. at FLOOR
of BLOCK-_____of the Complex named and designed as _____ together
with One Covered parking space (measuring more or less about _____
SQ.FT.) at the 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 : 4.812 ACRE

L.R. PLOT NOS. :255, 256, 257, 261, 258, 259 & 260.

L.R. KHATIAN NOS. : 3199, 3514, 3649, 3650 & 3651

J.L. NO. : 41

MOUZA : SHISABARI

P.S. : MATIGARA

DISTRICT : DARJEELING

WITHIN THE AREA OF CHAMPASARI GRAM PANCHAYAT

BY AND BETWEEN

1. **UNITED PROPERTIES PRIVATE LIMITED (PAN:- AABCU3819R)**, a private limited, company incorporated under the provisions of Companies Act, 1956 bearing Certificate of Incorporation No U70109WB2011PTC170574 Dated 12/12/2011 having its registered Office at C/o Mukesh Gupta, 7A, Bentinck Street, Old Wing, 2nd Floor, P.O. & P.S. Lal Bazar, Dist. 24 Paragana North, Kolkata - 700001, represented by one of its Director duly authorized for this purpose, **SRI VEDAVID BASAK**, S/o Sri Jyotish Prasad Basak, Hindu by religion, Indian by Nationality, resident of Bharat Nagar, Guru Saday Road, Near Karunamayee Kalibari, Ward No 24, P.O. Rabindra Sarani, P.S. Siliguri in the District of Darjeeling,

2. **MEGASUN MERCHANTS PRIVATE LIMITED (PAN:- AAECM8521B)**, a private limited, company incorporated under the provisions of Companies Act, 1956 bearing Certificate of Incorporation No. U51109WB2005PTC105949 Dated 20/10/2005, having its registered Office at Metro Heights, 1st Floor, 2nd Mile, Sevoke Road, , P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri, represented by one of its Director duly authorized for this purpose, **SRI KISHAN AGARWAL**, S/o Sri Suresh Kumar Agarwal, Hindu by religion, Indian by Nationality, resident of Rajani Bagan, Hill Cart Road, Siliguri -734001, P.O. & P.S. Siliguri in the District of Darjeeling,

3. **SRI ANAND AGARWAL (PAN:- AFVPA0533N)**, S/o Late Dharam Chand Agarwal,

4. **SMT SUSHMA AGARWAL (PAN:- AMHPB1765G)**, W/o Sri Anand Agarwal,

5. **SRI KAMAL CHAND BOTHRA (PAN:- AHGPB7021H)**, S/o Sri Punam Chand Bothra,

Nos. 3, 4 & 5 are Hindu by Religion, Indian by Nationality, Business by Occupation, Nos. 3 & 4 residents of Flat B-4, Metro Heights, 2nd Mile, Sevoke Road, Opposite to Club Town, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri & No. 5 Flat E-5, Metro Heights, 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri. hereinafter called the “**VENDOR / FIRST PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context his legal heirs, successors in interest and assigns) of the **ONE PART**

AND

_____ (having PAN _____ and Aadhaar No. _____), Son of _____, Indian by Nationality, Hindu by faith, _____ by Occupation, residing at _____, P.O. _____ P.S. _____, District- _____, hereinafter called the “**PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

AND

DEUTI DEVELOPERS, a Partnership Firm, (**PAN: AANFD7003P**), having its office at Times Square, 3rd Floor, Office No. 7, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District – Jalpaiguri, West Bengal – 734001, represented by its Partners **SRI NARAYAN PRASAD AGARWAL**, (**PAN: ACKPA8811B**), Son of Shreechand Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Uttar Rathkhola, Bhimram, P.O. Rathkhola, P.S. Siliguri, District - Darjeeling, in the State of West Bengal ---- hereinafter referred to as the “**DEVELOPER**”/“**CONFIRMING PARTY**” (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)of the **THIRD PART**

The Vendor, Promoter/Developer and Allottee/s/Purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. WHEREAS** above named First Party no. 1 hereof, **UNITED PROPERTIES PRIVATE LIMITED**, hereof acquired a piece and parcel of land measuring 5 acre appertaining to and forming part of R.S. Plot No. 115, 116, 117, 118, 119, 120 & 121, corresponding to L.R. Plot No. 255, 256, 257, 258, 259, 260 & 261 recorded in R.S. Khatian No. 77,153 & 169 corresponding to L.R. Khatian No. 825 & 1448 of Mouza – Shishabari in the District of Darjeeling by virtue of a Deed of Conveyance executed by **Jay Prakash Chowhan, Nitesh Periwal, Om Prakesh Agarwal Vikash Bansal, Bajranglal Agarwal** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 12, Pages 4340 to 4358, being Document No. 4556 for the year 2012.
- B. AND WHEREAS** said **UNITED PROPERTIES PRIVATE LIMITED** sold some part of the said land and became the sole and absolute owner of 1.757 acre land, being an entirety of L.R. Dag No.257, 260 & 261 simultaneously mutated his name in the present L.R. records under L.R. Khatian No. 3199.
- C. AND WHEREAS** above named First Party no. 2 **MEGASUN MERCHANTS PRIVATE LIMITED**, hereof acquired a piece and parcel of land measuring 1.22067 acre appertaining to and forming part of R.S. Plot No. 118, corresponding to L.R. Plot No. 261, recorded in L.R. Khatian No. 2168 of Mouza – Shishabari in the District of Darjeeling by virtue of a Deed of Conveyance executed by **UNITED PROPERTIES PRIVATE LIMITED** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 0403-2022, Pages 7518 to 7539, being Document No. 10438 for the year 2022.

- D. AND WHEREAS** said **MEGASUN MERCHANTS PRIVATE LIMITED** became the sole and absolute owner of 1.2200 acre land, being an entirety of L.R. Dag No. 261 simultaneously mutated his name in the present L.R. records under L.R. Khatian No. 3514.
- E. AND WHEREAS** above named First Party no. 3 **SRI ANAND AGARWAL**, hereof acquired a piece and parcel of land measuring 0.4114 acre appertaining to and forming part of R.S. Plot No. 118, corresponding to L.R. Plot No. 257, 260 & 261, recorded in L.R. Khatian No. 2168 of Mouza – Shishabari in the District of Darjeeling by virtue of a Deed of Conveyance executed by **UNITED PROPERTIES PRIVATE LIMITED** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 0403-2022, Pages 117556 to 117570, being Document No. 5060 for the year 2022.
- F. AND WHEREAS** said **SRI ANAND AGARWAL** became the sole and absolute owner of 0.4114 acre land, being an entirety of L.R. Dag No. 257, 260 & 261 simultaneously mutated his name in the present L.R. records under L.R. Khatian No. 3650.
- G. AND WHEREAS** above named First Party no. 4 **SMT SUSHMA AGARWAL**, hereof acquired a piece and parcel of land measuring 0.4150 acre appertaining to and forming part of R.S. Plot No. 118, corresponding to L.R. Plot No. 257, 260 & 261, recorded in L.R. Khatian No. 2168 of Mouza – Shishabari in the District of Darjeeling by virtue of a Deed of Conveyance executed by **UNITED PROPERTIES PRIVATE LIMITED** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 0403-2022, Pages 117556 to 117570, being Document No. 5060 for the year 2022.
- H. AND WHEREAS** said **SMT SUSHMA AGARWAL** became the sole and absolute owner of 0.4150 acre land, being an entirety of L.R. Dag No. 257, 260 & 261 simultaneously mutated his name in the present L.R. records under L.R. Khatian No. 3651.
- I. AND WHEREAS** above named First Party no. 5 **SRI KAMAL CHAND BOTHRA**, hereof acquired a piece and parcel of land measuring 1.0087 acre appertaining to and forming part of R.S. Plot No. 115, 116, 118, 119 & 120, corresponding to L.R. Plot No. 255, 256, 258, 259 & 261, recorded in L.R. Khatian No. 2168 of Mouza – Shishabari in the District of Darjeeling by virtue of a Deed of Conveyance executed by **UNITED PROPERTIES PRIVATE LIMITED** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 0403-2022, Pages 117064

to 117079, being Document No. 5061 for the year 2022.

- J. AND WHEREAS** said **SRI KAMAL CHAND BOTHRA** became the sole and absolute owner of 1.0087 acre land, being an entirety of L.R. Dag No. 255, 256, 258, 259 & 261, simultaneously mutated his name in the present L.R. records under L.R. Khatian No. 3649.
- K. AND WHEREAS** the First Party hereof **1. UNITED PROPERTIES PRIVATE LIMITED, 2. MEGASUN MERCHANTS PRIVATE LIMITED, 3. SRI ANAND AGARWAL, 4. SMT SUSHMA AGARWAL & 5. SRI KAMAL CHAND BOTHRA** being desirous of residentially exploiting their aforesaid landed property and to derive out maximum gain from their landed property as more fully described in the schedule below by constructing multistoried Complex thereupon have amalgamated their landed property into one single Plot/unit (wherein the First Party No. 1 has contributed land measuring 1.757 Acre, First Party No. 2 has contributed land measuring 1.2200 Acre, First Party No. 3 has contributed land measuring 0.4114 Acre, First Party No. 4 has contributed land measuring 0.4150 Acre) & First Party No. 5 has contributed land measuring 1.0087 Acre) by virtue of “**DEED OF AMALGAMATION**” executed by and between the First Parties on dated 08th day of July 2022.
- L. AND WHEREAS** the 1. United Properties Private Limited, 2. Megasun Merchants Private Limited, 3. Sri Anand Agarwal, 4. Smt Sushma Agarwal & 5. Sri Kamal Chand Bothra (First Party/ Land Owner herein) being the absolute owner in possession of all that piece or parcel of land measuring 4.812 Acre appertaining to and forming part of R.S. Plot Nos. 115 (One One Five), 116 (One One Six), 117 (One One Seven), 118 (One One Eight), 119 (One One Nine), 120 (One Two Zero) & 121 (One Two One) corresponding to L.R. Plot No. 255, 256, 257, 258, 259, 260 & 261, recorded in R.S. Khatian Nos. 77 (Seven Seven), 153 (One Five Three) & 169 (One Six Nine), , presently mutated in L.R. Khatian No. 3199, 3514, 3650, 3651 & 3649 of Mouza– Shishabari, J.L. No. 41, Pargana – Patharghata, P.S. Matigara in the District of Darjeeling (**Said Project Land**) more fully described in the **Schedule “A”**.
- M. AND WHEREAS** abovenamed 1. United Properties Private Limited, 2. Megasun Merchants Private Limited, 3. Sri Anand Agarwal, 4. Smt Sushma Agarwal & 5. Sri Kamal Chand Bothra also got its land converted from Rupni to Commercial Bastu, recorded in L.R. Khatian Nos. 3199, 3514, 3650, 3651 & 3649 in respect of L.R. Plot Nos. 255, 256, 257, 258, 259, 260 & 261, situated within Mouza– Shishabari, J.L. No. 41, under Champasari Gram Panchayat, P.S. Matigara, within the District of Darjeeling vide Conversion case nos. CN/2022/0410/4749, CN/2022/0410/712, CN/2022/0410/4583, CN/2022/0410/4570 & CN/2022/0410/4581.

- N. AND WHEREAS** in order to avoid future disputes and misunderstandings the Vendor hereof and the Developer hereof enter into development agreement containing mutually agreed terms and conditions as laid down in the **DEVELOPMENT AGREEMENTS** dated _____, 202__ registered in the office of the Additional District Sub-Registrar, Siliguri-II (ADSR), Bagdogra, vide Document No. _____ for the year 202__.
- O.** The Vendor hereof 1. United Properties Private Limited, 2. Megasun Merchants Private Limited, 3. Sri Anand Agarwal, 4. Smt Sushma Agarwal & 5. Sri Kamal Chand Bothra desirous to build a Housing Project (phase wise) on the above mentioned land and to achieve that desire has got the Building Plan approved from Matigara Panchayat Samity on to develop the Phase I portion out of the Said Project Land vide Sanctioned Plan bearing No.1281. (**Said Project**).
- P. AND WHEREAS** the Vendor/Promoter has registered the Phase I of the Said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal vide RERA No. _____, on under registration.
- Q.** By a registered Agreement dated _____ registered in the office of the _____ recorded in Book _____, Volume No. _____, at Pages from _____ to _____, Being No. _____ for the year 20____, (Said Agreement) the Allottee has agreed to purchase All That the Flat/Apartment described under Second Schedule below in lieu of the total consideration as set out under Memo of Consideration hereunder written.
- R.** The Promoter has completed the project and the Matigara Panchayat Samity has duly granted a Completion Certificate/partial Occupancy Certificate in respect of the Said Project being No..... dated
- S.** The Allottee has in terms of his/her Agreement for Sale has made full payment of the consideration and has called upon the Promoter to execute and register the Conveyance in respect of the said Apartment.
- T.** The Allottee has taken complete inspection of the said Apartment and the said new building block wherein the same is situated and the Promoter is fully satisfied with the layout, location, workmanship, measurement and the amenities provided and the Allottee has no manner of grievance whatsoever.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

That in consideration of the said agreement and in further consideration of a sum of Rs. _____/- (Rupees _____) only well and truly paid by the Purchaser/Allottee to the Promoter at or before execution of these presents in terms of the said Agreement for Sale (the receipt whereof the promoter doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the Promoter doth sell transfer convey assure and assign unto and to the Purchaser/Allottee **FIRSTLY ALL THAT** one Flat Premises having measuring **Carpet Area: _Sq. Ft.** (as per RERA) (excluding

balcony), **Built up Area: Sq. Ft. & Super Built-up Area: Sq. Ft.** being **Flat No. _____**, at **Floor of Block- _____** together with right to use 1 (One) Medium size four-wheeler _____ parking space, being Parking No. _____ situated in _____ of the Complex named and designed as “ _____ ”, at the said Premises as shown on the plan bordered RED thereon AND SECONDLY ALL THAT the undivided proportionate share in and out of all the common parts portions area (except those specifically retained by the developer) (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND THIRDLY ALL THAT the undivided proportionate share or interest in the land comprised in the said premises described under the FIRST SCHEDULE hereto attributable thereto (hereinafter collectively referred to as the said Flat/Apartment particularly mentioned and described in the SECOND SCHEDULE hereunder written) TOGETHER WITH the right to use the common parts, portions, areas installations and facilities in the common with the other co-purchaser and the promoter and the other lawful occupants of the building as set out under the THIRD SCHEDULE hereto FURTHER TOGETHER WITH the liberty or facility to park one medium sized car in the car parking area to be designated by the Promoter and if allotted to the Allottee only if available BUT EXCEPTING AND RESERVING such rights easement quasi-easements privileges reserved for any particular Apartment and/or the Promoter/holding organization and facility managers respective agents appointed by them (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) AND TOGETHER WITH all easements and quasi- easements and provisions in connection with the beneficial use and enjoyment of the said Apartment (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said Apartment hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the purchaser SUBJECT TO due performance of and compliance with the Restrictions/house rules (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) and also subject to purchaser making payment of the common area maintenance charges/common expenses and other charges payable in respect of the said Apartment (such maintenance charges and common expenses as may be decided and demanded to the promoter or its agents and facility manager appointed by them and to the holding organization and/or their respective agents upon the maintenance being handed over by the developer to the holding organization.

1) AND THE PROMOTER DO TH HEREBY CONVENANT WITH THE PURCHASER AS FOLLOWS:-

A) THAT notwithstanding any act deed matter or thing whatsoever by the promoter or the owner done or executed or knowingly suffered to the contrary the promoter is now lawfully rightfully and absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said Flat/Apartment as described under the Second Schedule hereto and hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same, save those as specifically provided hereunder.

B) That notwithstanding any act deed or things whatsoever done as aforesaid the Promoter now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

C) That the said Flat/Apartment hereby sold, granted and conveyed or intended so to be is now free from all claims demands encumbrances liens attachments lispendents, debuttar or trusts made or suffered by the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoter.

D) THAT the Allottee shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said Flat/Apartment hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Promoter or any person persons having or lawfully or equitable claiming as aforesaid.

E) THAT the Allottee shall be freed cleared and absolutely discharges saved harmless against all estates charges encumbrances liens attachments lispendents debuttar or trust or claims and demands whatsoever created occasioned or made by the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

F) AND FURTHER THAT the Promoter and all persons having or lawfully or equitable claiming any estate or interest in the said Flat/Apartment hereby or any part thereof through under or in trust for the promoter/owner shall and will from time and all times hereafter at the request and cost of the Allottee make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat/Apartment and every part thereof unto and the use of the purchaser in the manner as aforesaid as shall or may be reasonably required.

G) THAT the Promoter has not at any time done or executed or knowingly suffered or been party to any act or thing save and except consent to any home-loan bank or financial institution for granting home loans to various Apartment purchasers and whereby and where under the said Flat/Apartment hereby granted, transferred and conveyed or expressed so to be or any part thereof can may be impeached encumbered or affected in title or otherwise.

2) AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTEND THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREINAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT/APARTMENT HEREBY CONVEYED HEREBY CONVENANT WITH THE PROMOTER AS FOLLOWS :-

a) THAT the Allottee and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the Flat/Apartment and also the obligations set forth in the SIXTH SCHEDULE hereunder written.

b) THAT the Allottee shall within six months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said Flat/Apartment is not separately assessed the purchaser shall pay the proportionate share of the assessed Panchayat/Municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the promoter and upon formation of the Association by such Association without raising any objection whatsoever.

c) THAT the Allottee shall at all times from the date of possession as mentioned in the letter of possession be liable to pay and regularly and punctually make payment of all the panchayat/municipal rates and taxes and other outgoings including cesses, multi-

storied building taxes, water tax, urban land tax, if any, GST and other levies impositions and maintenance and outgoings (hereinafter referred to as the rates and taxes which may from time to time be imposed or become payable in respect of the said Flat/Apartment and proportionately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the names of the Allottee(s), the Allottee shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

3) AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- a) THAT the undivided share in land comprised in the said premises and the proportionate share in common parts and portion hereby sold and transferred and attributable to the said Flat/Apartment shall always remain impartible.
- b) THAT right of the Allottee shall remain restricted to the said Flat/Apartment and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said complex and or Said Project.
- c) The Allottee on payment of deposit to WBS&EDCL directly can obtain the meter and the Allottee further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or however on and for the date of possession of the Apartment.
- d) As from the deemed date of possession as mentioned in the possession letter the Allottee shall regularly and punctually make payable of the maintenance charges/ common expenses payable in respect of the said Flat/Apartment to the promoter/ facility manager/agents appointed by the promoter and to the Association of Owners upon the maintenance being handed over to them by the promoter. Such charges shall be made applicable by the vendor/ Association/facility manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- e) The Allottee acknowledges that regular and timely payment of the maintenance charges is a "must" and non-payment thereof is likely to adversely affect the interest of the other owners and / or occupiers of the said building and that non-payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Allottee in making payment of such maintenance charges then and in that event without prejudice to any other right which the developer and upon formation of the Association of Owners, the promoter and/or Association as the case may be shall be entitled to and hereby authorized;
 - i) to disconnect the Generator Services,
 - ii) to prevent the use of lift.
 - iii) to prevent the use of common amenities

And the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% per month and the Allottee hereby further waives the right for service of notice in the event of any default in non-payment of such maintenance charges.

f) Upon sale and transfer of the apartment constructed spaces and allotment of car parking by the promoter, the promoter of the various apartments constructed spaces and open parking shall form an Association of Owners/ syndicate/management company/society (hereinafter referred to as the **Association**) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the Allottee hereby commits himself/herself/themselves/itself to become a member of such Association and to make payment of the maintenance charges to such Association regularly and punctually and shall also observe the rules and regulations which may be framed by such Association.

4) GENERAL

4.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the promoter/Association of Owners shall be entitled to appointment of a facility manager and the Allottee hereby consents to appointment of a facility manager and in the event of such facility manager being appointed the purchaser shall regularly and punctually make payment of the maintenance charges and other amounts including the proportionate share of the remuneration which may be required to be paid to such facility manager.

4.2 The Allottee their licensees or his nominees will also hold, use and enjoy the said Apartment strictly subject to the easement and rights reserved and/or granted as per the FIFTH SCHEDULE hereto and subject to the due observance and performance of the House Rules and Restrictions as to the user and/or enjoyment set out under the SIXTH SCHEDULE hereto.

4.3 The said housing complex shall always be known as "BONANI" and the Apartment Holders shall not be entitled to change the name at any time in future.

5) ENFORCEMENT OF THE CONVENANTS

5.1 The covenant regarding payment of maintenance charges/common expenses and regarding use of the common parts and portions and observance of house rules as laid down in the SIXTH SCHEDULE is for mutual benefit of all Apartment Owners and in the event of any default on the part of the Allottee in making payments of the proportionate share of maintenance charges to the Promoter/Association of Owners or facility manager/agent appointed by them then in that event the Promoter/Association of Owners shall be entitled to prevent the use of lift or discontinue generator services or prevent use of the common amenities. It is hereby agreed and declared by and between the parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the Apartment Owners in the event of any default on the part of the Allottee in performing the obligations in terms of this deed the Promoter/ Association shall be entitled to enforce the same.

6) RESERVATION & SUPERCESSION

6.1 This deed supersedes all writing, understandings, agreement, brochures and any other agreement between the parties hereto and to the Allottee agrees not to rely on the same save and except the applicable covenants of the said agreement for sale of the Apartment.

6.2 The right of the Allottee shall remain restricted to the said Apartment and common area and portions and in no event the Allottee shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the building and the said premises. Promoter shall be entitled to sell and transfer the said open spaces by way of open car parking / two wheeler parking zones or area which may develop in the later phases in future as shown in the approved Sanctioned Plan.

6.3 It is clearly understood and envisaged that the Promoter shall always be entitled to use and utilize the open spaces for any of its purposes including to create car parking and vehicle zones in the open spaces and to sell the parking areas and spaces independently whether such car parking spaces have been officially sanctioned and the Allottee undertakes not to make or raise any objection thereto.

6.4 The Allottee covenants that the Allottee and/or association shall not at any point of time object or oppose the use of the roof by the Promoter, its licensee and/or any other users and occupiers of the commercial area for installation, upkeep and/or maintenance of antenna and/or v-sat towers etc.

6.5 The Allottee covenants and agrees that the Allottee singly and/or in unison with any other Apartment Owner at the said complex shall not object to the Promoter's right to use, convert, utilize the roof or any part of it and/or the open terraces appurtenant to any Apartment for the purpose of creating, installing of a private terrace garden or a pent house etc. as per the Plan inspected by the Authority.

FIRST SCHEDULE ABOVE REFERRED TO
(PROJECT LAND)

SCHEDULE 'A'
(SAID PROJECT LAND)

All that piece or parcel of homestead land measuring 4.812 Acre appertaining to and forming part of R.S. Plot Nos. 115 (One One Five), 116 (One One Six), 117 (One One Seven), 118 (One One Eight), 119 (One One Nine), 120 (One Two Zero) & 121 (One Two One) corresponding to L.R. Plot No. 255, 256, 257, 258, 259, 260 & 261, recorded in R.S. Khatian Nos. 77 (Seven Seven), 153 (One Five Three) & 169 (One Six Nine), , presently mutated in L.R. Khatian No. 3199, 3514, 3650, 3651 & 3649 of Mouza– Shishabari, J.L. No. 41, Pargana – Patharghata, P.S. Matigara in the District of Darjeeling.

Plot wise detail of the land is as follows:-

R.S. PLOT NO	L.R. PLOT NO	L.R. KHATIAN NO	AREA IN ACRE
115	255	3199, 3514, 3649, 3650 & 3651	0.060
116	256		0.060
117	257		0.080
118	261		4.412
119	258		0.080
120	259		0.040
121	260		0.080
TOTAL AREA			4.812

The Land is butted and bounded as follows:-

NORTH : 17'-00" FEET WIDE KUTCHA ROAD,

SOUTH : LAND OF JAY PRAKASH CHOWHAN,

EAST : NALA,

WEST : 43'-00" FEET WIDE ROAD,

SECOND SCHEDULE ABOVE REFERRED TO
(SAID FLAT/APARTMENT)

A residential flat premises having tile flooring, admeasuring _____ **Sq. Ft. of Carpet Area**, _____ **Sq. Ft. of Built up Area** and _____ **Sq. Ft. of Super Built-up Area**, in **Tower - __**, _____ **Floor, Flat No. _____** (Type: _____) along with 1 (One) four-wheeler Parking space measuring 135 Sq Ft., being **Parking Nos. __** situated in Ground Floor of the Complex named and designed as “_____”, more fully shown in the Maps as annexed duly demarcated with “Red” colour therein together with undivided/unpartitionable proportionate right in the Schedule “A” land on which the flat stands in common with the 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 as particularly described in the Schedule hereunder written

THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS, AMENITIES & FACILITIES OF THE PROEJCT)

1. The foundation columns beams supports corridors lobbies stairs, stairways landings entrances exists and pathways driveways,
2. Drains and sewers from the premises to the panchayat/municipal duct,
3. Water sewerage and drainage connection pipes from the Apartment to drains and sewers common to the premises,
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises,
5. Boundary walls of the premises including outer side of the walls of the building and main gates,
6. Water pump and motor with installation and room therefore,
7. Overhead tanks and underground water reservoirs, water pipes and other common plumbing installations,
8. Electrical wiring, meters and fittings and fixtures for lighting the staircase, lobby, and other common areas (excluding those as are stalled for any particular Apartment) and spaces required therefore,
9. Windows/doors and other fittings of the common area of the premises,
10. Generator, its installations and its allied accessories,
11. Lifts and its accessories, installations and spaces required therefore,
12. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to use and occupancy of the Apartments and as are specified by the Owners/Developers expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Vendor for different purposes.

FOURTH SCHEDULE ABOVE REFERRED TO
(Rights, Easements, quasi – easements reserved unto the Promoter)

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the sale and be reserved unto the vendor but shall be transferred to the Association.

1. The right in common with the Allottee and/or other person or persons entitled to the other Apartment and/or other parts of the Building for the use and enjoyment of other Apartment and/or the common portions respectively owned.
2. The right of passage in common with the Allottee and other person or persons as aforesaid, electricity, telephone and water from and to any part of the said Building through or over the said Apartment and/or the land and the Building as may be reasonably necessary for the beneficial use and occupation of the other Apartments or portions of the said land and building for all purpose whatsoever.
3. The right of protection of other portion or portions of the said building and all parts of the said Apartment so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee by means of any structural alteration to the said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other parts or parts of the said building.
5. The right of the Promoter and/or occupiers of other part or parts of the said building for the purpose of ingress to and egress from such other part of parts of the said Building, the front entrance, the tube wells, transformers, staircases, lift, open and spaces and other common portions.
6. The right with or without workmen and necessary materials to enter upon from time to time the said Apartment for the purpose of repairing so far as may be necessary such pipes, drains and wires conduits and other common portion as aforesaid provided.

FIFTH SCHEDULE ABOVE REFERRED TO

1. The Allottee will be entitled to all rights privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment and the properties appurtenant thereto usually held, used, occupied or enjoyed or reputed to be known as part or parcel thereof or appertaining thereto which are herein more fully specified EXCEPTING AND RESERVING unto the vendor the rights, easements and quasi-easements privileges and appurtenances more fully described in Fourth Schedule hereto.

2. The rights of access and use in common with the Promoter and/or the occupiers of Apartment at the Building, their servants, agents and invitees at all times and for all normal purposes connected with the use and enjoyment of the said Apartment such as drains, wires and conduits and for the purpose of repairing or clearing any part or parts of the said Apartment and/or common parts in so far as such repairing, repainting or cleansing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emerging situation upon giving 48 hours previous notice in writing of the purchaser's intention to do so written to the Association and other persons affected thereby.

3. The Allottee may at the sole discretion of the Promoter be allowed to use and enjoy the facility and/or privilege to park car in the open or covered car parking area (to be designated as the car park area by the Promoter) at the said Premises and if allotted by the Promoter in writing and not otherwise.

SIXTH SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS/NEGATIVE COVENANTS/HOUSE RULES)

In connection with the use and enjoyment of the said Apartment the purchaser shall be obliged:

- a) Not to throw any rubbish or store any offensive, dangerous combustible goods in the common parts or in the Apartment;
- b) Not to carry on any obnoxious, injurious, noisy, offensive, illegal or immoral activity in the said Apartment;
- c) Not to cause any nuisance or annoyance to the co-owners and/or occupiers of other portions of the said Building;
- d) To use or allow the use of the said Apartment for quiet and decent purposes;
- e) Not to use or permit the same to be used for any guest house, boarding and lodging house, restaurant, nursing home, meeting place, club, manufacturing or processing work, hobby center;
- f) Not to raise any object in the event the promoter exercises its right to erect one or more floor or floors or other structures in or upon the roof the said building.
- g) Not to store or permit to be stored any materials in the common portions, lobbies, stair cases and other parts of the said building;
- h) Not to undergo any structural changes of the said Apartment in any manner which causes any damage to the structural stability of the building, in terms of load bearing capacity

pursuant to such changes if any however under all circumstances with necessary permission from the competent Authority;

i) Not to park or permit to park any car or vehicle in the common passages or driveways, without written permission of the Vendor;

j) Not to decorate or paint or otherwise alter the exterior of the said Apartment and/or common parts of the said building in any manner save in accordance with the general scheme thereof as permitted in writing by the Vendor or the Association;

k) Not to hang or display any clothes or articles in the veranda/balcony or in the windows or in such manner as may be visible from outside;

l) Not to do anything whereby the other co-owners are obstructed in or prevented from enjoying quietly and exclusively of their respective Apartments and parking spaces and jointly of the common parts;

m) Not to claim any right in any part of the Building or the land save as be necessary for ingress and egress of men, materials, utility, pipe, cables and lines to the said Apartment and in particular not to claim any right to any parking space or terrace or any other space or place save as has been expressly granted;

n) Not to obstruct in any manner in making other constructions or transferring any right in or on the land or building or other spaces or parking spaces or new constructions therein;

o) Not to display or affix any neon sign or sign board on any outer walls of the Building or the said Apartment or in common parts save to the extent and at places specified from time to time;

p) Not to claim any partition or sub-division of the land or the common parts and not to partition the Apartment by metes and bounds except with the permission in writing of the Vendor;

q) Not to claim any right over the roof/terrace and/or parking spaces and over and in respect of other open spaces not being transferred to the purchaser and the vendor shall have the full and absolute right to deal with and/or to transfer the same, without any objection from the purchaser or any person claiming through them;

r) To keep the said Apartment in a good state of repairs and conditions and to carry out necessary repairs or replacements as and when required;

s) To observe such other rules and regulations as may be necessary or be made applicable for the use of the Apartment or for the common parts or portions by the vendor and/or by the Association.

t) Not to cause any noise, or air or sound pollution or any other kind of mischief.

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

SIGNED AND DELIVERED IN PRESENCE OF WITNESSES: -

1.

FIRST PARTY

2.

SECOND PARTY

THIRD PARTY

DRAFTED BY ME AND PRINTED AT MY OFFICE,

ADVOCATE/SILIGURI
REGD.NO.

MEMO OF CONSIDERATION

R E C E I V E D by the Promoter from the Allottee the following sum of money from time to time in terms of the Agreement for Sale along with full and final Consideration of payment as agreed between the parties.

<u>Cheque Nos.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
<u>TOTAL</u>			

(Rupees _____) only