

DEED OF CONVEYANCE

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

-BETWEEN-

(1) SRI. PALASH KUMAR NEOGI[PAN No. AYRPN8990M], [AADHAR No. 6843 0386 1932], son of Late Pabitra Kumar Neogi, by Occupation – Service,(2) **SMT. MADHABI NEOGI** [PAN No. CGPPN1869K], [AADHAAR No. 4668 8859 1845], wife of Late Pratul Kumar Neogi, by Occupation – Housewife, (3) **SRI. PRATIK KUMAR NEOGI** [PAN No. AFZPN4640K], [AADHAAR No. 5920 5438 7094], son of Late Pratul Kumar Neogi, by Occupation – Service, all are by Faith -Hindu, by Nationality - Indian, all residing at Collegepara, Ward No. 3, Post Office – Alipurduar, Police Station -Alipurduar, District - Alipurduar, Pincode - 736121, West Bengal,

Cont....P-2

(4) **KRISHNENDU LAL RAKSHIT** [PAN No. AKRPR0336F] [AADHAAR No. 4937 0620 3158], (5) **PRASHANTA RAKSHIT** [PAN No.CZDPR8894K], [AADHAAR No. 559340042262],(6) **CHANCHAL RAKSHIT** [PAN No.BXGPR8556Q] [AADHAAR No. 877879591145], all are sons of Late Dharendra Lal Rakshit, all by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at College Para, Ward No. 3, Post Office – Alipurduar, Police Station - Alipurduar, District -Alipurduar, Pincode – 736121 and (7) **B.D BUILDERS**, [PAN No. AAVFB180D], a partnership firm under the Partnership Act, 1932, having its registered office at Netaji Road, Madhyapara, Post Office – Alipurduar, Police Station -Alipurduar,District - Alipurduar, Pincode - 736121, represented by its partners namely (1) **SRI. ASHIM BHOWMIK** [PAN No. AISPBO187D] [AADHAAR No. 4851 0032 0473], son of Late Nagendra Chandra Bhowmik, by Faith - Hindu, by Occupation -Business, by Nationality -Indian, residing at Netaji Road, Madhyapara, Post Office – Alipurduar, Police Station -Alipurduar, District - Alipurduar, Pincode 736121 and(2) **SRI.SANJIT DEBNATH**[PAN No. ADJPD3249E], [AADHAAR No. 7503 1557 0383], son of Late Dharendra Chandra Debnath, by Faith - Hindu, by Occupation -Business, by Nationality -Indian, residing at Village – Bholardabri, Post Office - Bholardabri, Police Station - Alipurduar, District – Alipurduar, Pincode – 736123 West Bengal hereinafter referred to as the “**OWNERS/VENDORS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART**. The Owner Nos. 1 to 6 are represented by their Constituted Attorney namely **B. D. BUILDERS**, [PAN No. AAVFB180D], a partnership firm under the Partnership Act, 1932, having its registered office at Netaji Road, Madhyapara, Post Office – Alipurduar, Police Station -Alipurduar, District - Alipurduar, Pincode - 736121, represented by its partners namely (1) **SRI. ASHIM BHOWMIK**[PAN No. AISPBO187D] [AADHAAR No. 4851 0032 0473], son of Late Nagendra Chandra Bhowmik, by Faith - Hindu, by Occupation -Business, by Nationality -Indian, residing at Netaji Road,

Madhyapara, Post Office – Alipurduar, Police Station -Alipurduar, District - Alipurduar, Pincode 736121 and(2) **SRI.SANJIT DEBNATH [PAN No. ADJPD3249E], [AADHAAR No. 7503 1557 0383]**, son of Late Dharendra Chandra Debnath, by Faith - Hindu, by Occupation -Business, by Nationality -Indian, residing at Village – Bholardabri, Post Office - Bholardabri, Police Station - Alipurduar, District – Alipurduar, Pincode – 736123, by virtue of (i) Development Power of Attorney dated 10th January, 2022, executed and registered before the office of A.D.S.R. Alipurduar and recorded in Book No. I, Volume No. _____, Page from _____ to _____, being no. 999 for the year _____, as per the terms and conditions as contained therein and (ii) Development Power of Attorney dated 22nd September, 2022, executed and registered before the office of A.D.S.R. Alipurduar and recorded in Book No. I, Volume No. _____, Page from _____ to _____, being no. 6100 for the year _____, as per the terms and conditions as contained therein.

AND

B.D.BUILDERS, [PAN No. AAVFB180D], a partnership firm under the Partnership Act, 1932, having its registered office at Netaji Road, Madhyapara, Post Office – Alipurduar, Police Station -Alipurduar, District - Alipurduar, Pincode - 736121, represented by its partners namely (1) **SRI. ASHIM BHOWMIK[PAN No. AISP0187D] [AADHAAR No. 4851 0032 0473]**, son of Late Nagendra Chandra Bhowmik, by Faith - Hindu, by Occupation -Business, by Nationality -Indian, residing at Netaji Road, Madhyapara, Post Office – Alipurduar, Police Station -Alipurduar, District - Alipurduar, Pincode 736121 and(2) **SRI.SANJIT DEBNATH[PAN No. ADJPD3249E], [AADHAAR No. 7503 1557 0383]**, son of Late Dharendra Chandra Debnath, by Faith - Hindu, by Occupation -Business, by Nationality -Indian, residing at Village – Bholardabri, Post Office - Bholardabri, Police Station - Alipurduar, District – Alipurduar, Pincode – 736123, hereinafter referred to as the “**DEVELOPERS**” (which term or expression shall unless otherwise excluded by or repugnant to the context

or subject be deemed to mean and include its successors-in-interest and assigns) of the **OTHER 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 :-

PART - A

1. One Birendra Rakshit, was recorded owner and possessor of land measuring 12 Decimals, appertains to R. S Khatian No.- 17, of Mouza Alipurduar, P.S & Dist -Alipurduar (Erstwhile Dist Jalpaiguri) and his possession was settled in RS plot No- 800 of above Mouza.
2. Owing and possessing the same by asserting has right, title and interest therein in exclusion of the other, said Birendra Lal Rakshit, disclaim his title and possession over the land measuring 12 Decimals, in favour of Harilal Rakshit, since deceased through the indenture vide No- 1- 3450 Dt-23/04/1966, registered at the office of sub registrar at Alipurduar.
3. After the demise of said Hiralal Rakshit, his heirs namely Sri. Birendra Lal Raksht, Sri Nitai Lal Rakshit, Smt. Nanibala Rakshit, Smt. Bani Some, Smt. Mukti Paul, Smt. Shakti Das, Smt. Shankari Dhar, jointly transferred their inherited share measuring 12 decimals in favour of Manindra lal Rakshit, by virtue of Regd. Deed No- I- 10711, Dt 04/12/1975, Registered at the office of sub Registrar at Alipurduar and the same was entered in Book No- I, Volume no- 151, Page No-183 to197 for the year 1975.

4. Subsequent there on said Manindra lal Rakshit being the owner and possessor of 12 decimals of land, sold 07 decimals of land in favour of Smt. Minati Rakshit, W/O Late Dharendra lal Rakshit, by virtue of Registered Deed No- I-1210, dt- 16/03/1998, registered at the office of sub registrar at Alipurduar and the same was entered in Book No-1, Volume no- 13, page no 245 to 248 for the year 1998..
5. Minati Rakshit while possess the said land had mutated her name in LR Khatian no- 2776 of Mouza Alipurduar and whereas said Minati Rakshit gifted 1.60 Decimals from her purchased land in favour of her son Sri Prasanta Rakshit through Regd. Gift Deed vide No-1918, Di-29/02/2016, registered at the office of sub registrar at Alipurduar and the same was entered in Book No- I, Volume No- 2003-2016, page no- 21553 to 21575, for the year 2016. Where as in addition with the above said Minati Rakshit gifted 03 decimals of land in favour of her another son Sri Chanchala Rakshit through Regd. Gift Deed No -1 -2659, Du 09/06/1998, Registered at the office of sub Registrar at Alipurduar and the same was entered in Book no- I. Volume no-28, Page No- 327 to 330, for the year 1998.
6. Minati Rakshit died on 10/03/2020 intestate leaving behind her sons namely Sri Krishnendu Lal Rakshit, Sri Chanchal Rakshit Sri Prasanta Rakshit, Biplab Lal Rakshit, since deceased and Bipul Rakshit, since deceased and daughters namely Smt. Sumita Sarkar, Smt. Kumkum Roy, Smt. Barna Roy, Smt. Bhabani Sengupta (Rakshit), have jointly inherited the rest property i.e., land measuring 2.40 Decimals in 1/9 share equally each.
7. Sri Chanchal Rakshit, Sri Prashanta Rakshit, Smt. Kumkum Roy, Smt. Barna Roy, Smt. Bhabani Sengupta (Rakshit), jointly gifted their entire share of above mentioned inherited property i.e 1.62 decimals to another co sharer Sri Krishnendu Lal Rakshit, by virtue of Regd. Gift Deed no -I,

4604, Dated-11/09/2021, Registered at the office of sub Registrar at Alipurduar and the same was entered in Book no- I Volume no- 2003-2021, page-no-81482 to 81507, for the year 2021.

8. The heirs of deceased Biplab Lal Rakshit his wife Smt. Bebi Rakshit and the heirs of Bipul Rakshit i.e his wife Smt. Shova Rakshit, his daughter Smt. Bijeta Rakshit Das jointly transferred their 0.52 decimals to another co- sharer Sri entire inherited share i.e Krishnendu Lal Rakshit, by virtue of Regd. Sale Deed No- I- 4528, dated 08/09/2021, registered at the office of sub Registrar at Alipurduar and the same was entered in Book no- I, volume no- 2003- 2021, Page No- 79933 to 79949, for the year 2021.
9. After accepting the gift, both Sri Prasanta Rakshit and Sri Chanchal Rakshit have mutated their names in LR Khatian no- 6619 and 6771, respectively of mouza Alipurduar & Sri Krishnendu Lal Rakshit has also mutated his share including his gifted land in his own name In L.R Khatian No- 6772 under L.R plot no- 2048. Whereas from the above, noted averments Sri Prasanta Rakshit became owner and possessor of 1.60 decimal & Sri Chanchal Rakshit became owner and possessor of 03 decimals and Krishnendu Lal Rakshit became the owner and possessor of _____ (.....illegible scan deed.....).

PART - B

10. Originally deceased PRAFULLA KUMAR NEOGI and deceased PRAKASH CHANDRA NEOGI were joint owner of 26 decimals of land in equal share, under R.S. Khatian No. 20, comprising Plot No. 799, under Mouza Alipurduar, P.S & District - Alipurduar. It is pertinent to mentioned here that in West Bengal, it is settled principals that R.S Khatian prepare under Estate Acquisition Act, has been treated as presumption of possession, having heritable and transferable right title and interest therein as rayat of

the land from the date of incorporation of their name in R.S. R.O.R upto their last breath. During L.R operation the above R.S plot was amalgamated and renumbered as L.R 2047 and L.R 2046.

11. After death of PRAFULLA KUMAR NEOGI and his wife, his share of land i.e. 13 decimals has been divided within his four legal heirs and successors being his son and daughters namely PABITRA KUMAR NEOGI (now deceased), PRATUL KUMAR NEOGI (now deceased), SMT. KALPANA BOSE NEOGI and SMT. BELA GHOSH NEOGI in four equal share i.e. 3.25 each under L.R Plot No. 2047, Mouza Alipurduar, P.S & District Alipurduar, and mutated the same in L.R Settlement in their own names, vide L.R Khatian No. 2819 in the name of PABITRA KUMAR NEOGI, L.R Khatian No. 2818 in the name of PRATUL KUMAR NEOGI, L.R Khatian No. 2821 in the name of SMT. KALPANA BOSE NEOGI, L.R Khatian No. 2820 in the name of SMT. BELA GHOSH NEOGI.
12. Out of four legal heirs, two legal heirs namely SMT. KALPANA BOSE NEOGI and SMT. BELA GHOSH NEOGI had been transferred their total share i.e. 6.50 decimals ($3.25 \times 2 = 6.50$) by way of execution Gift Deed, vide No. I 3019, Dated 10/07/2007, Regd before A.D.S.R Alipurduar, in favour of another co- sharer i.e. their two brother namely PABITRA KUMAR NEOGI and PRATUL KUMAR NEOGI. Accordingly PABITRA KUMAR NEOGI (now deceased) and PRATUL KUMAR NEOGI (now deceased) became the owner of 6.50 decimals each including their share.
13. After death of PABITRA KUMAR NEOGI and his wife, his only son namely SRI. PALASH KUMAR NEOGI has become the owner of his father's total share of land i.e. 6.50 decimals of land under L.R Plot No. 2047, Mouza Alipurduar, P.S & Dist Alipurduar being his only legal heir and successor and mutated the same in their own vide L.R Khatian No. 6603.
14. After death of PRATUL KUMAR NEOGI, his share of land i.e. 6.50 decimals have been divided within his two legal heirs and successors being his wife

SMT. MADHABI NEOGI and son namely SRI. PRATIK KUMAR NEOGI in two equal share i.e. 3.25 each under L.R Plot No. 2047, Mouza Alipurduar, P.S & Dist Alipurduar, and mutated the same in L.R Settlement in their own names, vide L.R Khatian No. 6604 in the name of SMT. MADHABI NEOGI and L.R Khatian No. 6605 in the name of SRI. PRATIK KUMAR NEOGI.

PART - C

15. Originally deceased PRAFULLA KUMAR NEOGI and deceased PRAKASH CHANDRA NEOGI were joint owner of 26 decimals of land in equal share, under R.S. Khatian No. 20, comprising Plot No. 799, under Mouza Alipurduar, P.S & District - Alipurduar. It is pertinent to mentioned here that in West Bengal, it is settled principals that R.S Khatian prepare under Estate Acquisition Act, has been treated as presumption of possession, having heritable and transferable right title and interest therein as rayat of the land from the date of incorporation of their name in R.S. R.O.R upto their last breath. During L.R operation the above R.S plot was amalgamated and renumbered as L.R 2047 and L.R 2046.

16. Accordingly, Prakash Chandra Neogi was the absolute and exclusive recorded owner of a piece and parcel of land measuring 13 decimals recorded in R.S. Khatian No. 20, appertaining to and forming part of R.S. Plot No. 799, situated within Mouza, Polive Station and District Alipurduar on his khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

17. During settlement survey of L.R. Record the name of the said Prakash Chandra Neogi was recorded against the L.R. Plot No. 2046, within Mouza, Police Station and District – Alipurduar for land measuring 13 decimals.

18. Being owner in such possession said Prakash Chandra Neogi died leaving behind him his sons and daughters namely Pradip Kumar Neogi, Pradyut Kumar Neogi and Smt. Kana Guha Roy as his legal heirs and successors as per Hindu Succession Act, 1956 and after the demise of said Prakash Chandra Neogi, the abovementioned Pradip Kumar Neogi, Pradyut Kumar Neogi and Kana Guha Roy jointly inherited all that piece and parcel of land measuring 13 decimals in equal share left by their father.
19. Being owner in such possession Smt. Kana Guha Roy transferred her $1/3^{\text{rd}}$ share of total land measuring 13 decimals i.e. $4 \frac{1}{3}^{\text{rd}}$ decimals in favour of her brother namely Pradip Kumar Neogi by virtue of Deed of Gift dated 06.06.1991 at Sub-Registrar Office, Alipurduar, and recorded in Book No. I, Volume No. 37, Pages from 51 to 56, being No. 3390 for the year 1991 and by virtue of that Deed of Gift, Pradip Kumar Neogi was the absolute and exclusive owner of land measuring $8\frac{1}{2}$ decimals including his share in khas, actual and physical possession having permanent heritable transferable right, title and interest therein.
20. Being owners in such possession, Pradip Kumar Neogi and Pradyut Kumar Neogi mutually partitioned their said plot of land by way of Family Settlement in between themselves and by virtue of the said Family Settlement, Pradip Kumar Neogi was the absolute and exclusive owner of land measuring $8 \frac{1}{2}$ decimals including his share in khas, actual and physical possession having permanent heritable transferable right, title and interest therein.
21. Being owner in such possession, Pradip Kumar Neogi sold and transferred during his lifetime some portion of land to different purchasers and keeping balance portion of land measuring 0.06 acres

in his khas, actual and physical possession having permanent heritable transferable right, title and interest therein.

22. Being owner in such possession, said Pradip Kumar Neogi died leaving behind him his daughter namely Paramita Sarkar as his only legal heirs and successors as per Hindu Succession Act, 1956 and after the demise of said Pradip Kumar Neogi, the abovementioned Paramita Sarkar inherited all that piece and parcel of land measuring 0.06 acres left by Pradip Kumar Neogi and thereafter her name was duly recorded in L.R. Khatian No. 2824, Plot No. 2046, J.L. No. 50, within Mouza, Police Station and District – Alipurduar, for the said property and she has paid upto date land revenue and municipality tax to the concern department. It is pertinent to mention that wife of said Pradip Kumar Neogi namely Sefali Neogi died on 19.01.2015.
23. By virtue of a Deed of Conveyance dated 25th January, 2022, registered in the office of A.D.S.R. Alipurduar and recorded in Book No. I, Volume No. 2003-2022, Pages from 17685 to 17712, being No. 200301000, Smt. Paramita Sarkar sold and transferred ALL THAT piece and parcel of Bastu land measuring 0.06 acres more or less equivalent to 4 cottahs recorded in L.R. Khatian No. 2824, L.R. Plot No. 2046, Mouza – Alipurduar, J.L. No. 50, Holding No. 618/450, Police Station – Alipurduar, within Alipurduar Municipality, Ward No. 3, District – Alipurduar, West Bengal.
24. The Owner Nos. 1 to 3 and the Developer herein have entered into the Development Agreement dated 25th January, 2022, executed and registered before the office of A.D.S.R., Alipurduar and recorded in Book No. I, Volume No. 0403-2022, Page from 109486 to 109510, being no. 040305647 for the year 2022, according to the terms and conditions contained therein. The Owner Nos. 4 to 6 and the Developer herein have entered into the Development Agreement dated

22nd September, 2022, executed and registered before the office of A.D.S.R., Alipurduar and recorded in Book No. I, Volume No. 0403-2022, Page from 94616 to 94637, being no. 200306092 for the year 2022, according to the terms and conditions contained therein.

25. The Owner Nos. 1 to 3 and the Developer herein have executed the Development Power of Attorney dated 10th January, 2022, executed and registered before the office of A.D.S.R. Alipurduar and recorded in Book No. I, Volume No. _____, Page from _____ to _____, being no. 999 for the year _____, as per the terms and conditions as contained therein. The Owner Nos. 4 to 6 and the Developer herein entered into a Development Power of Attorney dated 22nd September, 2022, executed and registered before the office of A.D.S.R. Alipurduar and recorded in Book No. I, Volume No. _____, Page from _____ to _____, being no. 6100 for the year _____, as per the terms and conditions as contained therein.
26. 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.** _____, **dated** _____, duly issued by _____, in respect of the project known as '_____'.
27. 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.** _____.
28. 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 ' _____ ', 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.**

30. 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 '_____', 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 OWNERS AND/OR DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNERS 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 **OWNERS 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 **OWNERS 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 25 decimals more or less, comprised in L.R. Dag Nos. 2046, 2047 and 2048, under L.R. Khatian Nos. 6603, 6604 and 6605, lying and situate at Mouza- Alipurduar, J.L. No. 50, Municipality Holding No. _____, within the local limits of _____, Registration Office at Additional District Sub-Registrar, Alipurduar, P.S.- Alipurduar, Pin- _____, District - Alipurduar, West Bengal, which is butted and bounded as follows:

North: _____,

South: _____,

East: _____,

West: _____.

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 ‘ _____ ’, 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. Panchayat 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 **OWNERS, DEVELOPER and**
PURCHASERS at _____ in the
presence of:

WITNESS:

1.

**As the constituted attorney
holder of the Owners
SIGNATURE OF THE OWNERS**

2.

SIGNATURE OF THE 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:-