

**ASSIGNEE:-** .....

**UNIT DETAILS :-**      **Flat area** ..... Sq. Ft. on the  
.....Floor,    **Tower-“.....”**, Flat No.  
‘.....’, Type..... and one Open Car  
Parking space on the Ground Floor.

**VALUE :-**                      **Rs.**        ...../-        (Rupees  
.....) only.

**DEED OF ASSIGNMENT**

THIS DEED OF ASSIGNMENT IS MADE ON THIS                      DAY OF  
.....2020 (TWO THOUSAND TWENTY).

**B E T W E E N**

**MLA OSL DEVELOPERS (JV)**, (**Pan - AACAM3335R**), an AOP (Association of Persons) having its registered office at 234/3A, A. J. C. Bose Road, FMC Fortuna, Post Office and Police Station – Bhowanipur, Kolkata – 700020, West Bengal, and administrative office at Group housing Plot A, beside Neotia Getwell Hospital, Uttarayan Township, Post Office and Police Station- Matigara, District- Darjeeling, represented by its Authorized Signatory, (1) **SRI ANIL KUMAR AGARWAL**, (PAN No. ACVPA7555M), ( Aadhaar No.....) son of Late Masani Lal Agarwal by faith-Hindu, by occupation- business, residing at Church Road, Siliguri, P.O. & P.S.-Siliguri, Pin-734001, District-Darjeeling and (2) **SRI SANTOSH KUMAR GOYAL**, (Pan-ACVPG2923P), ( Aadhaar No.....) son of Sri Om Prakash Goyal, by faith-Hindu, by occupation-business, residing at Mani Bhawan, Mahananda Para, Burdwan Road, P.O. & P.S.-Siliguri, Pin- 734001, District-Darjeeling hereinafter called as **THE ASSIGNOR** (which expression shall mean and include unless excluded by or repugnant to the context of its heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

Mr./Mrs./Ms..... (PAN.....), (Aadhar No. ....) son/daughter/wife of Mr....., residing at ....., hereinafter called the “**Allottee/assignee**” (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 & permitted assignees) of the **SECOND PART**.

The Assignor and the Allottee(s)/assignee shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

**WHEREAS** Luxmi Township Limited applied to the Government of West Bengal for permission to occupy for the purpose of setting up a Satellite Township in an area of more or less 393.25 Acres of land at Mouza – Gourcharan, J.L. No.81; Mouza – Baragharia, J.L. No.82 and Mouza – Ujanu, J.L. No.86 all under Police Station – Matigara, District – Darjeeling (hereinafter referred to as the said Land).

**AND WHEREAS** thereafter the Luxmi Township Limited obtained necessary permission from the Government of West Bengal to occupy for the purpose of setting up the Satellite Township of the said land.

**AND WHEREAS** the Governor of the State of West Bengal, by an Indenture of Lease dated 21.11.2003 registered at the office of the Additional District Sub-Registrar, Siliguri II at Bagdogra and the same was recorded in Book No. I, Volume No.69, at pages 335 to 434, bearing no. 3423 for the year 2003 (hereinafter referred to as the **Parent Lease**) granted in favour of the Luxmi Township Limited, a lease in respect of the land measuring 393.25 Acres for a period of 99 years with effect from 23.04.2002 for the purpose of setting up of the Satellite Township on the terms and conditions set out therein with the option of renewal of such lease for a further period of 99 years and thereafter, for successive like periods upon the same terms and conditions save as to the rent which may be increased or otherwise varied in accordance with the provisions of law, as may be in force from time to time. Thereafter Luxmi Township Limited named the said area as “Uttorayon Township”.

**AND WHEREAS** Luxmi Township Limited having its lease hold right identified an area measuring 6.61 acres of land within the aforesaid “Uttorayon Township” for the purpose of constructing a building complex comprising of residential apartments as Group Housing Plot A.

**AND WHEREAS** Luxmi Township Limited assigned its lease hold right and interest over the land measuring 6.61 Acres morefully described in the **SCHEDULE – A** below to The Assignor i.e. MLA OSL Developers (JV), mentioned herein above and appearing hereinafter, of these presents by a Deed of Assignment registered at the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra and the same was recorded in Book No. I, C.D. Volume No. 11 at pages 3221 to 3254, being No. 04096 for the year 2012 after obtaining permission from the District Land and Land Reforms Officer, Darjeeling vide Memo No.31/DLLRO/Spl(Cell)/11 dated 14.11.2011 for the remaining lease period.

**AND WHEREAS** after the said assignment the Assignor had/have been enjoying and possessing the schedule mentioned land measuring 6.61 Acres, hereinafter described in Schedule – A with all rights and interests mentioned in the said parent Lease Deed bearing No. 3423/2003 peacefully without any claims, demands, hindrance or interruption from anyone.

**AND WHEREAS** the Assignor/First Party with an intention to construct multistoried buildings on the aforesaid land measuring 6.61 Acres approached and obtained due sanctions from Matigara Panchayat Samity vide Building Plan No: 22.11.2019 Bearing Memo No. 2274 / MPS / Planning and 22.11.2019 Bearing Order no.

150/Path/ MPS /Planning and thereafter the First Party have thus commenced the construction upon the said Plot of Land as residential complex consisting of several multi storied buildings consisting of residential units and car parking spaces and other units and all other common areas and facilities.

**AND WHEREAS** the Second Party/Assignee, being desirous of acquiring one unit in the said residential complex have made an application to the First Party/Assignor for allotment of one unit in the said residential complex, hereinafter morefully described in the **SCHEDULE- 'B'**, on assignment basis, i.e. the assignment of all rights and interest of the Assignor in the said unit.

**AND WHEREAS** the First Party/Assignor provisionally allotted various residential apartments to several allottees applying for and intending to take such allotments agreeing to the terms & conditions and rules & regulation required to be observed and fulfilled for taking such allotments.

**AND WHEREAS** the First Party/Assignor issued the allotment letter to and in favour of the Second Party/Assignee in respect to the said Unit so constructed upon the said plot of Land morefully described in the Schedule – A herein below.

**AND WHEREAS** the Second Party/Assignee, accepted the said allotment so made in the allotment letter and agreed to abide by, comply with, observe and fulfill all the terms, conditions stipulations and rules and regulations in this regard.

**AND WHEREAS** the Second Party /Assignee has examined and inspected all the documents of title of the First Party/ Assignor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Front Elevation, Rear Elevation/Sectional Elevation, details of staircase as well as Common Provisions & Areas and the Common Provisions & Utilities and have also inspected the construction work of the building to the extent constructed as on the date of execution of these presents and have also satisfied themselves about the standard of the construction thereof including that of the Flat/ said Unit assigned by the first party/assignor unto and in favour of Second Party/Assignee and shall has no claim whatsoever upon the First Party/Assignor as to construction, quality of materials used or standard of workmanship in the construction thereof including foundation of the Building and/or development, installation, erection and construction of the Common Provisions & Utilities.

**AND WHEREAS** the Second Party/ Assignee has now requested the First Party/Assignor to execute and register this

indenture in respect of the proportionate undivided share of the leasehold land comprised in the built up/ constructed area on which the said allotted apartment is situated along with the said allotted apartment situated thereon apartment for residential purpose.

**NOW THIS INDENTURE WITNESSETH** that in consideration of payment of the sum of **Rs. ....**/- (Rupees .....) only by the Second Party/Assignee to the First Party/Assignor the receipt of which the First Party/Assignor do hereby acknowledge and grant full discharge to the Second Party/Assignee from the payment thereof and in pursuance of the request so made by the Second Party/Assignee, the Second Party/Assignee has paid the Stamp Duty and Registration Fees and GST and the Second Party/Assignee having intended to abide by, comply with, observe and fulfill the terms and conditions, stipulations and rules and regulations for holding the proportionate undivided share of the leasehold land comprised in the built up/constructed area of the said allotted apartment as well as the said allotted apartment situated thereon the First Party/Assignor doth hereby assign unto and in favour of the Second Party/Assignee the undivided proportionate share of the leasehold land comprised in the built up/constructed area on which the said allotted apartment is situated for the remaining unexpired



period of lease of 99 years commencing from 23.04.2002 granted by the Parent Lease with absolute right to own the said allotted apartment having carpet area measuring ..... Sq. Ft. more or less being Flat No. “.....”, on the ..... Floor, Tower-“.....”, Type..... and one Open Car Parking space on the Ground Floor, TOGETHER WITH the right to use and enjoy the common portion of the building namely Upwan morefully described in the Schedule – “C” hereunder with the others having the apartments in the said building and ALSO WITH the right to use and enjoy of only such of the common portions, areas, parts, amenities and facilities of the said building free from all encumbrances, trust, liens, impendence and attachments TO HAVE AND TO HOLD the said allotted apartment with undivided proportionate share of the leasehold land comprised in the built up/constructed area on which the said allotted apartment is situated unto the Second Party/Assignee, free from all encumbrances, charged, attachments, lien and liability of whatsoever nature on the terms and conditions and covenants as described hereinafter for the remaining unexpired period of lease of 99 years commencing from 23.04.2002 granted under the Parent Lease with an option for renewal for a further period of 99 years and thereafter for successive renewals for like periods, save as to rent which may be increased or otherwise varied by the Government of West Bengal in accordance with the provision

of the West Bengal Reforms Act, 1955 as may be in force from time to time yielding and paying there for the proportionate rent in respect of the aforesaid proportioned share of the leasehold land at such rate and in such manner as specified hereunder.

**THE ASSIGNOR DO HEREBY COVENANT WITH THE ASSIGNEE AS FOLLOWS: -**

1. That the said land/Flat/Open car parking space hereinafter referred to as First & Second Schedule and every part thereof are not attached in any proceeding started by or at the instance of Estate duty income Tax, Wealth Tax or Gift Tax Authorities and all rents and taxes of concerned Authorities are duly paid and/or be paid accordingly the concerned department of or under the provisions of the public Demand Recovery Act or otherwise and that no Certificate has been filed in the office of the Certificate Officer under the provisions of the execution of any Certificate at the instance of Income Tax and/or Wealth Tax and/or Estate duty Authority.
2. That notwithstanding any act deed matter or thing by the Assignor or by any of their successor or successors ancestors or predecessors in title done executed or knowingly suffered or permitted or suffered to the contrary the Assignor are lawfully and absolutely seized and possessed of or otherwise well and

sufficiently entitled to the said flat & one Open car parking space and/or the premises hereby conveyed, transferred, assigned and assured to be and every part thereof for a perfect and indefeasible estate or other inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same AND THAT NOT WITHSTANDING any such act deed matter or thing whatsoever as aforesaid the assignor have now good right full power and lawful and absolute Authority to assign and assure the said flat & one Open car parking space thereby assigned and assured or expressed so to be unto and to the use of the Assignee absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

3. That notwithstanding any act deed or thing whatsoever hereto before done committed or knowingly suffered by the Assignor to the contrary, the Assignor have good right full power absolutely authority and indefeasible title and/or otherwise well and sufficiently entitle to assign, convey and assure the said flat & one Open car parking space unto the assignee in the manner aforesaid.
4. That it shall be lawful for the assignee at all times hereafter to peaceably and quietly enter into and upon and hold, occupy and enjoy the said flat & one Open car parking space and also receive

the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, suit, claim or demand whatsoever from or by the Assignor or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said flat & one Open car parking space from under through or in trust for the Assignor and free from all encumbrances and forever discharge or otherwise and by and at the cost of the Assignor well and sufficiently made harmless and keep indemnified of from and against all charges, liens, lispences, attachments by the Assignor or any person or persons lawfully or equitably claiming as aforesaid.

5. That the Assignor and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said flat & one Open car parking space through under or in trust for the Assignor and/or their predecessors in title or any of him shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the assignee cause to be done made acknowledge and executed all such further and other acts, cause, things and assurances whatsoever for further better and more perfectly assuring the said flat & one Open car parking space assigned, assured and every part thereof unto and to the use of the assignee as well as shall or may be reasonably required.

6. Such Apartment/flat will constitute a single residential unit and Open car parking space is single Open car parking unit.
7. The Common portion/Parts/Amenities/Convenience, general shall remain undivided and that no assignee shall bring any action for portion or division thereon forever.
8. The percentage of the undivided interest in the land and in the General or restricted common portion/Parts/Amenities/ convenience shall not be altered at any point of time.

**THE ASSIGNEE HEREBY AGREES AND COVENANTS WITH THE ASSIGNOR AS FOLLOWS: -**

The Second Party/Assignee shall

1. Carry out the terms embodied in this Indenture and will continue to bound thereby;
2. Abide by, comply with observe and fulfill the terms & conditions & rules and regulations as already fixed by way of amendment or otherwise by or on behalf of the First Party/Assignor for the beneficial use and enjoyment of the said building by all allottees of the apartments and scheme plots and/ or other areas within said building.
3. Pay the annual rent as determined by the District Land & Land Reforms Officer in respect of the land as described in Schedule – A herein before. In case of delay or default on

the part of the Second Party/Assignee herein in payment of rent and other charges payable under these presents, the Second Party/ Assignee shall be liable to pay without prejudice to the other rights of the parent Lessor i.e. Government of West Bengal.

4. Pay, or cause to be paid, all rates and taxes or imposition which are now or hereinafter be assessed, charged or imposed upon the Second Party/Assignee in respect of the land as described in Schedule – A herein before as well as apartment as described in Schedule – B herein before.
5. Be entitled to take fresh lease after the expiry of the remaining unexpired period of the lease so transferred on such terms & conditions and on payment of such salami and annual rent as the State Government may then fix in granting such fresh lease.
6. Use the apartment as described in Schedule – B herein before solely for the purpose for which this indenture is so made i.e. for residential purpose and for no other purpose.
7. Not make any addition or alteration of the apartment except with the prior approval of the said Authority and/or the Siliguri Municipal Corporation or any other authority exercising their jurisdiction, power and authority in this regard at the relevant point of time. Such permission is also

to be sought with prior notice to the First Party/Assignor or any other agency set up and/ or nominated by the First Party/Assignor for the purpose of management and maintenance of the said building/complex. However, the Second Party/ Assignee shall has a liberty to make any interior repair works and interior decoration in her Unit at her own cost/expenses whatsoever in her occupancy, use, possession and enjoyment and not to change any basic structure of the building or Unit.

8. Not be entitled to engage in any activity, which is offensive, noxious or injurious to public health and public safety.
9. Not to Act in any manner nor cause any interference or obstruction or impediment in the construction of the building and /or the said Unit by the First Party/ Assignor and /or its nominee nor raise any objection for the construction of adjacent premises or balance portion of the entire premises including for the purpose of carrying of building materials and labour and vehicles. If due to any act or omission work on the part of the Second Party/Assignee in the construction or erection work is in any way hampered or obstructed then in that event the Second Party/Assignee will pay the liquidated damages to

the First Party/Assignor as determined by the First Party/Assignor.

10. Not to be entitled to use or allow the said apartment be erected for any illegal or immoral purposes or any other purpose which may cause annoyance or inconvenience to the allottees of adjoining apartments.
11. Not be entitled to transfer and/ or assign the leasehold interest or part with possession of the land as described in Schedule – A herein before in any manner whatsoever, without first obtaining the written permission of the District Land & Land Reforms Office, Darjeeling. Such permission have to be sought with the prior intimation to the First Party/Assignor or any other agency set up and/or nominated by the First Party/Assignor for the purpose of the management and maintenance of said building. The permission to transfer and/ or assign the leasehold interest in respect of the said apartment together with proportionate share on Schedule – “A” land in favour of any other person shall have to be obtained on such terms and conditions as may be prescribed by the Government of West Bengal for granting such permission. The permitted transfer or assignment of leasehold interest in respect of the flat as described in Schedule – B herein before will, however, be



subject to the same terms and conditions as provided herein.

12. Not be entitled to mortgage or charge the leasehold interest in respect of the proportionate share on the Schedule – A land herein before in favour of the Bank or Financial Institution without the previous permission in writing of the District Land & Land Reforms Officer, Darjeeling.
13. Not be entitled to claim any right, title and interest in any manner whatsoever over and in respect of those areas, amenities and spaces as morefully described in Schedule – C herein before.
14. Obtain supply of electricity from the West Bengal State Electricity Distribution Company Ltd. (W.B.S.E.D.C.L.) directly or any other authority and pay for the electricity consumed for her unit mentioned in Schedule – B herein above.
15. Pay for the supply of water consumed by the Second Party /Assignee at such rate which may be fixed by the First Party/ Assignor, or any other agency set up and/ or nominated by the First Party/ Assignor for the purpose of management and maintenance of the common areas and facilities of the said building until and till the time said

Authority i.e. Siliguri Jalpaiguri Development Authority provides supply of water to the Second Party /Assignee directly.

16. Pay proportionate maintenance charges payable in respect of maintenance of the common areas of said building at such rates as well be fixed by the First Party/Assignor or any other agency setup and/ or nominated by the First Party/ Assignor for the purpose of management and maintenance of the said building.
17. Not claim under any circumstances, any share or interest or any right of any nature outside the land as described in Schedule – A herein before accepting.
18. Have no right to interfere in any manner whatsoever, in any project or activity for the said building outside the land described in Schedule – A herein before.
19. Get her name duly mutated in the records of the concerned authorities and shall pay the rates and taxes accordingly.
20. The Second Party/Assignee admits that all common areas, services and facilities such as roads, water system, drainage, garbage disposal, landscape, and sewerage system, etc., in the said building shall remain the property of the First Party/Assignor. The First Party/Assignor shall

make arrangement, at its own costs and expenses, for the sanitary, sewerage and storm water disposal network/system for the said building and to obtain required approval(s) of the concerned authorities including the said Authority for the same. The First Party/ Assignor will be responsible for the maintenance and management, either through itself or through an agency which shall be nominated and/or set up by the First Party/Assignor for the purpose of maintenance and management of the said building. There will be no objection on the part of the Second Party/Assignee for the First Party/ Assignor's handing over the said common areas services and facilities and the responsibility of the maintenance and management there to the upwan management agency or assignees association of the upwan set up and/or nominated by the First Party/Assignor for the purpose of management and maintenance of the common areas and facilities of the said building. The First Party/ Assignor will however, be responsible for maintenance management and security of all installments relating to offsite electrical distribution systems till the time of handing over all such installations to West Bengal Electricity Distribution Company Ltd. which shall then be the property of West Bengal Electricity

Distribution Company Ltd. and there will be no objection on the part of the Second Party/Assignee for the First Party/Assignor's handing over the said installations to West Bengal Electricity Distribution Company Ltd.

21. If the Second Party/Assignee dies before the expiration of the period of these presents and/or if the Second Party/Assignee is an Association of Persons and winds up before the expiration of the period of these presents or if the Second Party/Assignee assigns her leasehold interest in respect of the property as described herein before, the successors-in-interest or assigns of the Second Party/Assignee shall duly get her name registered in the records in the office of the District Land & Land Reforms Office, Darjeeling within three calendar months after obtaining possession of the said property and will possess and use the said property and be bound by all terms, covenants and conditions herein contained.

22. If the said land as described in Schedule – A herein before or any part thereof shall at any time be required by Government for a purpose, the Second Party/Assignee shall give up the same on demand and this Deed of Transfer will be determined for the required parcel of land for the remaining unexpired portion of the lease period and

the Second Party /Assignee may be entitled to get the proportionate amount of consideration money paid to the Government of West Bengal by the First Party/Assignor in respect of the subject land as lessee under the Parent Lease and shall also be entitled to such fair and reasonable compensation for buildings and improvements effected by him as shall be decided by the State Government which shall be final.

23. The portions of the common facilities and amenities as mentioned under Schedule "C" including the portions of landscape green areas shall be available upon completion of the entirety of the Building Complex i.e. all the other Phases by the first party herein, and the Second Party hereby agrees not to object to First Party towards the utilization of the common areas for construction activities of the other remaining Phases of the said complex. It is hereby expressly agreed that the all assignees of different buildings which to be developed by the assignor/first part in other phases shall also have the equal right on all common areas, facilities and amenities along with the previous residents of UPWAN.

24. The Second Party undertakes to park vehicle only in the Parking Space, allotted to the Second Party on a limited right to use basis and not anywhere else in the Said Complex. It is agreed hereby that the allotment of parking space/s along with the said unit is being made as a whole and the Second Party shall at no point of time put up any demand to transfer only the parking unit to any third party. Thus the Second Party agrees not to let out or part with possession of the only Open car parking space, if so agreed to be acquired by the second party hereunder, independent of the said Flat / unit and to use the said Open car parking space only for the purpose of parking of a medium size motor car, but the second party shall have every right to sale and or let out or transfer/assign the said unit /flat along with Open car parking space to any third party at any point of time.

25. The Assignee/Allottee(s) shall pay regularly and punctually within 7<sup>th</sup> day of every month and month by month the maintenance charges, If at any time, any cost, charges or expenses or maintenance charges or any other charges, payable by the Second Party/ Assignee in respect of the said land and apartment as described in Schedule – A and B herein before and/or for the enjoyment of the common

areas and facilities morefully described in Schedule – C herein before of the said building remain unpaid for three months after the date of which the same are respectively payable and the same shall have been legally demanded thereafter and such demand shall have remained un-complied with for a period of one month from the date of the demand or if there shall be any breach or non-observance of any of the other covenants, conditions and agreements herein above on the part of the Second Party/Assignee to be observed and performed and in every such case it shall be lawful by the First Party/Assignor to stop and/or withhold the utilities to the said land including apartment and/or demand interest @ 1.5% per month from the date of such default thereon PROVIDED FURTHER THAT such breach or non observance of the terms, conditions and covenants will be notified by a notice in writing requiring the Second Party/Assignee to do, perform and observe what ought to have been done, performed and observed under the covenant of these presents and in case the Second Party/ Assignee, fails and/or neglect to comply with such notice within a period of one month after receiving such written notice at the Said Plot, the First Party/Assignor shall take steps as stated above and the

Second Party/Assignee herein shall be liable to ejection in accordance with the provisions of the law for the time being in force by the Government of West Bengal.

26. The proportionate rate payable by the assignee/allotee for the common expenses shall be decided by the assignor/first party from time to time and the assignee/allotee shall be liable to pay all such expenses wholly if it relates to the assignee/allotee's Flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the assignor/first party shall be conclusive and final. The assignee/allotee shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organization in terms of these presents the employees of the Assignor/First Party such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment with the Assignor/first party and the assignor/first party shall not be entitled to raise any objection thereto and hereby consents to the same.



27. So long as each Flat in the said Premises shall not be separately mutated and separated the assignor/first party shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the assignor/first party from the date of possession. Such proportion is to be determined by the assignor/first party on the basis of the area of such Flat in the said Building.
28. If the Assignee/allotee fails to pay the aforesaid expenses or part thereof within time as aforesaid the Assignee/Second Party shall be liable to pay interest at the rate of 1.5% per month and further that if any interest remains unpaid for sixty days, the assignor/first party or upon formation of owner's association such association shall be at liberty to disconnect and/or suspend all common services attached to the Assignee/Second Party flat/Flat such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.
29. To remain liable to pay and contribute the amount payable by the Assignee/Second Party as and when becoming

payable irrespective of whether the Assignee/Second Party is in occupation or not.

30. As and when the said association is formed, the assignee/allotee shall become a member of such association and without becoming a member of such association shall not be entitled to avail of the various facilities and/or utilities at the entire project namely "UPWAN".

31. **THE ASSIGNEE SHALL ABIDE THE UNDER MENTIONED HOUSE RULES STRICTLY :**

1. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat/Unit in the Building.
2. Each Owner shall keep such flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
3. No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Assignor/First Party

4. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Assignor/First Party.
5. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Assignor/First Party nor shall anything be projected out of any window of the Building without similar approval.
6. Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Flat-owner in whose flat it shall have been caused.
7. No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
8. No radio or television aerial shall be attached to or hung from the exterior of the building.

9. Garbage and refuse from the flats apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
10. No vehicle belonging to a Assignee/Allottee(s) or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- 11 These house rules may be added to, amended or repealed at any time by the assignor/first party and after formation by the Society/ Association.
- 12 The assignor/first party would be responsible for the selection of owner's association and oversee the formation of the association. Until the formation of such association, the assignor/first party shall manage and maintain the said building and the common portions thereof. The assignor/first party shall be responsible for Management and Maintenance of the Complex until the formation of the association or for a period of 2 years from the Date of Possession, whichever is earlier at the sole discretion of the assignor/first party. The Assignee/Allottee(s)/ Holding Organization shall raise no

objection towards the same and shall pay all maintenance dues arising from time to time during this period.

**SCHEDULE - 'A'**

[Land]

**ALL THAT** piece and parcel of land measuring more or less 6.61 Acres more or less together with several multistoried building standing thereupon appertaining to and forming part of R.S. Plot No.129, recorded in R.S. Khatian No. 847 corresponding to its L.R. Plot No.375 recorded in L.R. Khatian No.1049, within Mouza-Gourcharan, J.L. No.81 within the jurisdiction of Police Station-Matigara, District- Darjeeling. The Assignee is hereby conveyed the proportionate undivided right of the land only beneath the covered area of the building where the said apartment is situated.

**SCHEDULE - 'B'**

[THE SAID APARTMENT]

**ALL THAT** residential Unit measuring carpet area of ..... Sq. Ft., being Flat No. ".....", on the ..... Floor, Tower-"....." and one Open car parking space on the ground floor, situated within Mouza - Gourcharan, J.L. No.81, R.S. Plot No.129, recorded in R.S. Khatian No. 847 corresponding to its L.R. Plot No. 375 recorded in L.R. Khatian No. 1049, within the

jurisdiction of Police Station- Matigara, District- Darjeeling thereon TOGETHER WITH the right to use and enjoy the common portions more fully described in the Schedule – C herein below in common with other owners of apartments of the said building.

### **SCHEDULE – ‘C’**

**COMMON AREA & FACILITIES WITH AMENITIES SHALL mean and include**

1. Lobbies, common passages and staircases of the Building and
2. common paths in the Premises.
3. Air conditioned Community Hall.
4. Air conditioned Gymnasium
5. Swimming pool
6. Meditation/Yoga
7. Games room & Activities Room
8. Lightings of common area
9. Common drains, sewers and pipes.
- 10 24 hrs water supply
11. Lifts and lift machinery of the Buildings.
12. Firefighting equipment in the Buildings.
13. Lawn /landscaped area

**IN WITNESSETH WHEREOF** both the parties have hereunto put their respective signatures after understanding the contents of these presents at Siliguri on this day, month and year above written in the presence of

**WITNESSES:-**

1.

2.

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**SIGNATURE OF THE  
ASSIGNOR/FIRST PARTY**

Drafted, read over and explained  
to the parties by me:-

Advocate,  
High Court, Calcutta

**MEMO OF CONSIDERATION**

**ADMITTED** and received by the first party/assignor from the within named second party/assignee the within mentioned sum of **Rs. ....** (Rupees .....) only being the consideration money in full as per memo below :-

**M E M O**

**paid by way of Cheque  
and RTGS/Fund transfer**

**Rs. ..../-**

-----  
**Rs. ..../-**

(Total Rupees Fifty Three Lac Thirty Two Thousand Four Hundred) only

**WITNESSES:**

1.

\_\_\_\_\_  
**SIGNATURE OF THE ASSIGNOR/  
FIRST PARTY**

2.