

**THIS DEED OF CONVEYANCE (“Conveyance Deed”)** is made on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Nineteen.

BETWEEN

- (1) SMT. SARITA PERIWAL (PAN:- AERPP4783N)**, W/o Late Prayag Kumar Periwal,
- 2. SRI. SUSHIL KUMAR PERIWAL (PAN:- AKDPP4403D), 3. SRI. NARESH PERIWAL (PAN:- AFHPP8235J)**, both Vendor Nos. 2 & 3 are Sons of Late Mahabir Prasad Periwal,
- 4. SMT. SARASWATI DEVI PERIWAL (PAN:- AKEPP6192J)**, W/o Late Mahabir Prasad Periwal, **Vendors No’s. 1 to 4**, represented by their **Constituted Attorney - SRI NITESH PERIWAL (PAN:- AGHPP1487B)**, S/o Late Prayag Kumar Periwal, Hindu by religion, Business by occupation, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, by virtue of registered **General Power of Attorney** being **Deed No. 070500014 for the year 2017** registered in the Office of The A.D.S.R., Rajganj and recorded in Book No. IV, Volume No. 070500014-2017, Pages from 152 to 191.
- 5. SMT. SUNITA PERIWAL (PAN:- AFHPP8265N)**, W/o Sri Binod Kumar Periwal, all are Hindu by religion, Business by occupation, Indian by Citizenship, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, **Vendor No. 5** represented by her **Constituted Attorney – SRI NITESH PERIWAL (PAN:- AGHPP1487B)**, S/o Late Prayag Kumar Periwal, Hindu by religion, Business by occupation, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal by virtue of registered General Power of Attorney being No. IV-245, Dated 04/03/2014 registered in the office of Addl. Dist. Sub- Registrar, Siliguri, Dist. Darjeeling.
- 6. ART REEVES EXIM (I) PVT. LTD. (PAN:- AAECA6089L)**, A Company registered under the Companies Act, 1956 having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal.
- 7. UMA TEA ESTATES (PVT.) LTD. (PAN:- AAACU7451Q)**, A Company registered under the Companies Act, 1956 having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, **Vendors No’s. 6 & 7** represented by their **Authorized Signatory/Constituted Attorney - SRI NITESH PERIWAL (PAN:- AGHPP1487B)**, S/o Late Prayag Kumar Periwal, Hindu by religion, Business by occupation, residing at Bidhan

Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, by virtue of registered **General Power of Attorney being Deed No. 070500014 for the year 2017** registered in the Office of The A.D.S.R., Rajganj and recorded in Book No. IV, **Volume No. 070500014-2017**, Pages from 152 to 191.

**8. AMARTYA COMMERCIAL PRIVATE LIMITED (PAN:- AAECA2602D)**, A Company registered under the Companies Act, 1956 having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal - represented by one of its **Director - SRI NITESH PERIWAL (PAN:- AGHPP1487B)**, S/o Late Prayag Kumar Periwai, Hindu by religion, Business by occupation, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, hereinafter jointly referred to and collectively called as '**VENDORS**'(which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the **FIRST PART**

**AND**

**AMARTYA COMMERCIAL PRIVATE LIMITED (PAN:- AAECA2602D)**, A Company registered under the Companies Act, 1956 having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal - represented by one of its **Director - SRI NITESH PERIWAL (PAN:- AGHPP1487B)**, S/o Late Prayag Kumar Periwai, Hindu by religion, Business by occupation, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, hereinafter referred to as '**DEVELOPER/PROMOTER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

[ if the Purchaser is a company]

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

[ OR ]

[if the Purchaser is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) the party of the **Second Part**.

[ OR ]

[if the Purchaser is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the “**Purchaser**” (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 assigns) the party of the **Second Part**.

[ OR ]

[ if the Purchaser 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 No. \_\_\_\_\_) hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) the party of the **Second Part**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**WHEREAS:**

1. The VENDORS are the joint Owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **89 Kathas 1.5 Chattak 7 sq. ft.**, situated under Khatian No. 241(old), 3,4,5,53,54,51,55,52 (new), Plot No. 152 (old) & 153 (old), 23(new), J.L. No. 02, Sheet No.8 (old), 66 (new), Mouza Dabgram, Pargana. Bhaktinagar, P.S. Bhaktinagar, within Ward No. XXXXI of Siliguri Municipal Corporation, Dist. Jalpaiguri. (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SECOND SCHEDULE** hereunder written and/or given and hereinafter referred to as the **PREMISES**).
2. The mode and manner by which the Vendor/Developer and the Vendors have acquired right title and interest will appear from the **FIRST SCHEDULE** hereunder written and/or given.
3. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as “**DOLPHIN SIGNATURE**” with the object of using for any

commercial purpose and/or serviced apartments.

4. The Vendor, relying on the confirmations, representations and assurances of the Vendee to faithfully abide by all the terms, conditions and stipulations contained in Agreement has accepted in good faith, the Vendee's Agreement for allotment the Said Apartment and is now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.
7. The **Purchaser** i.e. the Allottee had approached the **Promoter** directly to purchase the Apartment/Unit no. .... on the ..... Floor, Block No. \_\_\_\_\_ measuring about ..... (.....) sq. ft of carpet area morefully described in the **3<sup>rd</sup> Schedule (Said Apartment/Unit)** and accordingly an Agreement for Sale has been executed between the Parties herein on \_\_\_\_\_ in respect of the said Apartment/Unit on the terms & conditions and the Consideration as mentioned therein.
8. Now the parties herein are desire to execute the Deed of Conveyance for the said Apartment/Unit in accordance to the terms & conditions of the said **Agreement for Sale dated \_\_\_\_\_** and as such the Promoter hereby transfer the area of the said Apartment/Unit as morefully described in the Third Schedule herein in favour of the Purchaser on execution under this indenture.
9. At or before the execution of this Indenture the Purchaser has fully satisfied himself/herself/ itself as to –
  - a) Title of the Owners in respect of the said premises.
  - b) The Right of the Promoter to Transfer the Said Apartment/Unit.
  - c) The area and other dimensions and specifications of the said Apartment/Unit agreed to be owned and/or acquired by the Purchaser.

- d) About the workmanship and materials used in construction of the new building at the said premises.
- e) As to the structural stability of the new building at the said premises.
- f) Covered/open car parking space(s) allotted to various persons and/or reserved for the Promoter.
- g) Spaces or area earmarked for Promoter to erect neon signs/hoardings.
- h) Carpet area comprised in the said Apartment/Unit.
- i) The areas reserved for common use and enjoyment.

AND has/have agreed not to raise any objection in respect thereof whatsoever or howsoever.

In this Deed certain expressions have been assigned the meaning as would appear from the FIRST SCHEDULE hereunder written.

**NOW THIS INDENTURE WITNESSETH as follows:**

I. In pursuance of the consideration of Rs...../- (Rupees ..... Only) for Flat and the consideration of Rs...../- (Rupees ..... Only) for car parking summing up to **Total Consideration** of Rs.....plus GST paid by the Purchaser and also by the receipt hereunder written admit and acknowledge to have been received and of and from payment of the same and every part thereof doth hereby for ever acquit release transferred with the concurrence of the Owners the Promoter hereby grant sell transfer convey assign and assure ALL THAT the Apartment/Unit no. .... on the ..... Floor, Block No \_\_\_\_\_ measuring about ..... (.....) sq. ft of carpet

area together undivided proportionate share in the land and in the common parts and portions along with a covered/open/mechanical car parking, (hereinafter collectively referred to as "the said Apartment/Unit") more fully described in the Third Schedule hereunder written unto and in favour of the Purchaser (the said Apartment/Unit and said undivided share in the land are hereinafter collectively referred to as THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO) TO HAVE AND TO HOLD the said APARTMENT/UNIT and the properties appurtenant thereto absolutely and forever free from all encumbrances charges liens lispendenses attachments trust whatsoever or howsoever AND TOGETHER WITH the right to use the common area installations and facilities in common with the Co-Purchasers and other lawful occupants of the New Building BUT EXCEPTING AND RESERVING such and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) TO HAVE AND TO HOLD THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser SUBJECT TO the restrictions (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written) to the Promoter do hereby release, relinquish disclaim and disown all his right title and interest into

or upon the said Apartment/Unit and the properties appurtenant thereto unto and to the Purchaser herein.

II. AND THE PROMOTER i.e. THE OWNER DOETH HEREBY COVENANT WITH THE PRUCHASER i.e. THE ALLOTTEE as follows:-

- a) THAT notwithstanding any act deed matter or thing whatsoever by the Owner/Promoter done or executed or knowingly suffered to the contrary the Owner/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment/Unit And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every apart thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances to make void the same.
- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Owner/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment/Unit And The Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the purchaser in the manner as aforesaid.
- c) THAT the said Apartment/Unit And the Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispensens debuttar or trust made or suffered by the Owners/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest through under or in trust for the Promoter.



- d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment/Unit And The Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Owner/Promoter Party or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispenses debit tax or trust or claims and demands whatsoever created occasioned or made by the Owner/Promoter or any person or persons lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Owner/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment/Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Owner/Promoter shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment/Unit And The Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the Owner/Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Apartment/Unit And the Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be

or any part thereof can or may be impeached encumbered or affected in title or otherwise.

- h) THAT the Owner/Promoter doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser to produce or cause to be produced to the purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said apartment/unit and the properties appurtenant thereto and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.
- III. AND THE PURCHASER i.e. THE ALLOTTEE DO HEREBY AGREE AND COVENANT WITH THE PROMOTER i.e. THE OWNER as follows:-
- a) To regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the maintenance charges payable in respect of the said Apartment/Unit.
- b) NOT to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the said Apartment/Unit.
- c) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time.
- IV. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL

TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/ PROMOTER as follows:-

- a) THAT the Purchaser and all other persons deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user set for the in the SEVENTH SCHEDULE hereunder written.
  - b) THAT the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the Panchayat/Municipal rates and taxes and other outgoings including cesses, multistoried Building tax, Water Tax, Urban Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Apartment/Unit and proportionately for the new Building as a whole and for the common parts and portions.
  - c) THE Purchaser shall within three months from the date of execution of these presents apply for obtaining mutation of its name as the owner of the said Apartment/Unit from Competent Authority and shall also obtain separate assessment of the said Apartment/Unit and so long the said Apartment/Unit 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 New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society.
- V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- a) THAT the Undivided share in the land comprised in the said Premises hereby sold and transferred and attributable to the said Apartment/Unit shall always remain indivisible and impartible.
  
- b) THAT from the date of handing over, the Promoter shall not have any liability, obligation or responsibility whatsoever regarding the Common Portions / the Buildings/ the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Portions / the Buildings/ the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment/Unit Owners i.e. the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment/Unit Owners i.e. the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license, etc. and the Promoter shall sign necessary papers upon being requested in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over, only the Apartment/Unit Owner i.e. the Purchaser and/or the Association shall have the entire liability, obligation or responsibility whatsoever.
  
- c) THAT the Owner i.e. the Promoter shall have right to use the ultimate roof and such other spaces in the complex as may be demarcated exclusively for itself and shall have right to erect any neon signs or

hoardings on the roof including Mobile Towers. The revenue generated from such hoardings/erections belongs to the Promoter. All expenses in this regard including but not limited to electricity consumption shall be borne and discharged by the Promoter. The Promoter shall be entitled to further horizontal or vertical extension on the said premises or on any part or portion of the said Building and such construction shall be in accordance with Plan. The Purchaser acknowledges such right of the Promoter and agrees not to raise any objection in this regard.

- d) The right of the purchaser shall remain restricted to the said Apartment/Unit and it is hereby expressly agreed that the roof/terrace and other open spaces of the said new Building and premises shall be the absolute property of the Promoter i.e. the Owner to whom the roof/terrace and other open spaces is allotted and the Purchaser or any person claiming through it shall not have any right or claim in respect of thereof.
- e) The said new Housing complex shall always be known as **“DOLPHIN SIGNATURE”**.
- f) At or before entering into these presents the Purchaser has made himself/herself/themselves aware that the said New Building is a composite of Residential Apartments/Units and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.
- g) The Purchaser shall at its own cost immediately after the execution of this Deed apply to WBSEB Ltd. for obtaining a separate electric meter and until such separate meter is obtained the Promoter shall temporarily

provide a Sub Meter and the Purchaser shall regularly and punctually make payment of the electricity charges at a cost to be fixed by the Promoter.

VI. AND THE PURCHASER(S) DO HEREBY FURTHER AGREE AND COVENANT WITH THE PROMOTER as follows:-

- i) Until the formation of the Association/Society of the Allottee/Purchaser which may include the Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions up to one year from the date of handover of the flats SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written.
- ii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest as per Rules per annum PROVIDE HOWEVER if the said default shall continue for a period of more than 30 days from the date of new payment become due then and in that event the Promoter and/or the Association/Society shall –
  - a) Discontinue the use of common services.
  - b) Discontinue the supply of water.
  - c) Prevent use of the lifts and such services shall not be restored until all the amounts together with interest shall be fully paid.
- iii) Within three months from the date of execution of this Deed of Conveyance the Purchaser shall apply to Competent Authority for mutation of its names with the Competent Authority and until such time such mutation is effected the Purchaser shall be liable to make payment

of the proportionate share of the panchayat rates taxes and other outgoings in respect of the said Apartment/Unit and proportionately for the building.

- iv) The amount deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Promoter until such time the Association/Society takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of panchayat rates taxes and other outgoings including maintenance charges.
- v) The right of the Purchaser shall remain restricted to the said Apartment/Unit and the said Car Parking Space(s) and in no event the purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Promoter in selling transferring making out or letting out the remaining unsold area on and covered spaces and to carry out repairs renovations and improvements in the said building and for use the same for any commercial purpose.

#### (DEFINITIONS)

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- 1.1 ACT/RULES/REGULATION shall means :
  - a) **“Act”** means the West Bengal Housing Industry Regulation Act,2017 (West Ben.Act XLI of 2017);

- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.2 WHO ARE THE OWNER shall mean the Promoter i.e. the Owners above named as mentioned herein before and their respective heirs, legal representatives, executors, administrators, assigns and/or its successor or successors in interest.
- 1.3 WHO ARE THE PURCHASER shall mean: the Allottee i.e. the purchaser above named and its/his/her successor and/or successors in interest, heirs/executors, administrators, successors, legal representatives and/or assigns.
- 1.4 ARCHITECT shall mean the person or any firm or architect appointed by the Promoter.
- 1.5 NEW BUILDING shall mean the new building named **“DOLPHIN SIGNATURE”** consisting of ground plus FIVE upper floors comprising of Residential Apartments/Units constructed in the said premises in accordance with the plan already sanctioned by Siliguri Municipal Corporation vide Sanction **Building Plan No. 1002, dated 23/04/2014.**
- 1.6 RESIDENTIAL APARTMENTS/UNITS shall mean those apartments/units on the ground.....of the New Building.
- 1.7 CAR PARKING SPACE ..... Dependent/Independent Open/Covered



- 1.8 COMMON PURPOSES shall mean and include the purpose of maintaining the said premises and the said new Building and in particular the common parts portion areas and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various apartments/units and common use and enjoyment thereof.
- 1.9 COMMON EXPENSES shall mean the common expenses to be paid borne and contributed by the intending purchaser(s) in proportion to the area of their respective apartment/unit(s) for rendition of common services more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written and catering to Commercial Apartments/Units.
- 1.10 COMMON PARTS AND PORTIONS shall mean and include Lobbies corridors staircases, hallways, passage-ways, driveway, lifts, life-shafts, pump rooms, machine room overhead water tank underground reservoir, Generator, generator room, common lavatories and other facilities and spaces whatsoever required for maintenance and/or management of the new building to be determined/provided by the Promoter in its absolute discretion at the time of making over the possession of the said Apartment/Unit more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written and to be identified with Commercial Apartments/Units.
- 1.11 PREMISES shall mean **ALL THAT** piece and parcel of land admeasuring 89 Kathas 1.5 Chattak 7 sq. ft., situated under Khatian No. 241(old), 3,4,5,53,54,51,55,52 (new), Plot No. 152 (old) & 153 (old), 23(new), J.L. No. 02, Sheet No.8 (old), 66 (new), Mouza Dabgram, Pargana. Bhaktinagar, P.S. Bhaktinagar, within Ward No. XXXXI of Siliguri Municipal Corporation, Dist. Jalpaiguri, held by the Promoter more fully described in the SECOND SCHEDULE hereunder written.

- 1.12 SANCTIONED PLAN shall mean the Building plan sanctioned by the Siliguri Municipal Corporation vide Sanction **Building Plan No. 1002, dated 23/04/2014** and shall include such modification or variation as may be made from time to time.
- 1.13 RESTRICTIONS shall mean various restrictions regarding the user/holding of the said apartment/unit as hereinafter stated and more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written.
- 1.14 SINKING FUND shall mean the fund to be paid and/or contributed by each Apartment/Unit Owner including the Purchaser herein towards sinking/reserve fund which shall be held by the Promoter on account of capital expenses and after the said new building is completed and possession is made over and upon formation of the said Society/Association, the said amount on account of sinking fund shall be transferred to the such Society/Association.
- 1.15 SAID APARTMENT/UNIT shall mean **ALL THAT** Apartment/Unit no. .... on the ..... floor, Block No. \_\_\_\_\_ measuring about ..... (.....) sq. ft of carpet area in the Building named Aria Rabindra TOGETHER WITH the undivided impartible proportionate share in the land underneath the said Building and attributable to the said APARTMENT/UNIT and TOGETHER WITH the undivided proportionate share into or upon the common areas and/or utilities into and/or facilities in the said New Building at the Said Premises
- 1.16 UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND shall mean the undivided impartible indivisible proportionate share in the land

underneath the building lying erected in the said premises described in the SECOND SCHEDULE hereto and appurtenant to the said Apartment/Unit and, inter alia, agreed to be sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the covered Area of the said Apartment/Unit and shall also include such shares appurtenant to all other Apartments/Units comprised in the said New Building wherever the context so permits.

- 1.17 SERVICE CHARGES shall mean the service/maintenance charges for the common parts portions areas facilities and/or amenities as may be incurred by the Promoter for the said purpose including providing services, making such provisions or incurring expenses in respect of future provisions of the services as the Promoter may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Promoter in its absolute discretion.
- 1.18 Singular number shall include plural number as well.
- 1.19 Masculine gender shall include feminine and neutral genders as well.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO**

**WHEREAS** the Owners / First Party are the sole, absolute and exclusive owner in possession of the home stead land measuring 89 Katha 1.5 Chattak 7 sq. ft. appertaining and forming part of Khatian No. 241 (old), 3,4,5,53,54,51,55,52 (new), Plot No., 153(old), 23(new), J. L. No. 02, Sheet No. 8 (old), 66 (new) within Ward No. XXXXI of Siliguri Municipal Corporation by the following ways :-

**I. That Smt. Saraswati Devi Periwal, W/o Late Mahabir Prasad Periwal purchased**

- i) A piece or parcel of land measuring 3 Kathas from Sri. Manu Chhetri S/o Late Hari Chhatri by virtue of Deed of Sale being No. 2314 for the year 2006 and entered into Book No. I, Volume No. 48, Pages 293 to 298 and registered at the Dist. Sub – Registrar, Jalpaiguri.

ii) a piece or parcel of land measuring 3 Kathas from That Sri. Kaji Rai S/o Sri. Jit Bahadur Rai. By virtue of Deed of Sale being No. 2718 for the year 2006 and entered into Book No. I, Volume No. 59, pages 01 to 08 and registered at the District Sub- Registrar, Jalpaiguri.

iii) a piece or parcel of land measuring 6 Kathas from 1. Smt. Vimla Thapa w/o Sri. Padam Bahadur Thapa, 2. Sri. Punam Ramudamu s/o Late Pratiman Ramudamu & 3. Smt. Janaki Ramudamu w/o Late Pratiman Ramudamu by virtue of Deed of Sale being No. 2091 for the year 2006 and entered into Book No. I, Volume No. 43, pages 239 to 250 and registered at the District Sub- Registrar, Jalpaiguri.

iv) a piece or parcel of land measuring 5 Kathas 4 ½ Chattak from 1. Sri. Man Singh Gajmer s/o Late Sahabir Gajmer, 2. Smt. Indra Kumari Chherti W/o Sri. Ram Kumar Chhetri, by virtue of Deed of Sale being No 2284 for the year 2006 and entered into Book No. I, Volume No. 33, pages 155 to 160 and registered at the then Sub-Registrar, Rajganj Dist. Jalpaiguri.

After that the name of Smt. Saraswati Periwal w/o Late Mahabir Prasad Periwal has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened one new Khatian 54, Plot No. 23, Sheet No. 66, Mouza Dabgram for the land measuring 0.2845 acre.

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 519 (4) Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.2845 acre.

**II. That Amartya Commercial Private Limited** having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling purchased

i) a piece or parcel of land measuring 4 Katha 13.5 Chattak from 1. Sri. Santosh Ray, 2. Sri. Saran Ray, 3. Sri. Sanjib Ray all are sons of Late Ram Bahadur Ray, 4. Smt. Sushila Ray w/o Late Ram Bahadur Ray and 5. Smt. Pinki Ray D/o Late Ram Bahadur Ray as Land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy – as Confirming Party (through their Constituted

attorney Sri. Nitesh Periwal s/o Late Prayag Kumar Periwal ) by virtue of Deed of Sale being No 3913 for the year 2012 and entered into Book No. I, CD Volume No. 11, pages 6291 to 6311 and registered at the Additional Dist Sub-Registrar, Rajganj, Dist. Jalpaiguri.

ii) a piece or parcel of land measuring 3 Katha from Sri. Chakra Bahadur Chhetri S/o Sri. Makar Bahadur Chhetri. As land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy- as Confirming Party (through their Constituted attorney Sri. Nitesh Periwal s/o Late Prayag Kumar Periwal ) by virtue of Deed of Sale being No3837 for the year 2012 and entered into Book No. I, CD Volume No. 11, pages 4888 to 4905 and registered at the Additional District Sub- Registrar, Rajganj. Dist. Jalpaiguri

iii) a piece or parcel of land measuring 4 Katha 13.5 Chattak from Sri. Krishna Bahadur Biswakarma @ Karna Bahadur Sonar S/o Late Jangbir Biswakarma @ Jangbir Sonar as Land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy- as Confirming Party (through their Constituted attorney Sri. Nitesh Periwal s/o Late {Prayag Kumar Periwal) by virtue of Deed of Sale being No. 2104 for the year 2011 and entered into Book No. I, CD Volume No. 5, pages 4127 to 4143 and registered at the District Sub- Registrar, Dist. Jalpaiguri

iv) a piece or parcel of land measuring 4 Katha 13.5 Chattak from Sri. Karna Bahadur Biswakarma @ Karna Bahadur Sonar S/o Late Jangbir Biswakarma @ Jangbir Sonar fas Land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy - as Confirming Party (through their Constituted attorney Sri. Nitesh Periwal s/o Late Prayag Kumar Periwal ) by virtue of Deed of Sale being No 3612 for the year 2012 and entered into Book No. I, CD Volume No. 11, pages 1742 to 1759 and registered at the Additional District Sub- Registrar, Rajganj. Dist. Jalpaiguri.

After that the name of Amartya Commercial Private Limited having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened one new Khatian 53, Plot No. 23, Sheet No. 66, Mouza Dabgram for the land measuring 0.1875 acre.

Sub- Divisional Land & Land Reforms officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 515(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.1875 acre.

**III. That Smt. Sunita Periwal w/o Sri. Binod Kumar Periwal purchased**

i) a piece or parcel of land measuring 8 Katha 7.5 Chattak from Sri. Karna Bahadur Biswakarma (Sonar) S/o Late Jangbir Biswakarma (Sonar) by virtue of Deed of Sale being No 4557 for the year 2003 and entered into Book No. I , Volume No. 59, pages 7 to 12 and registered at the District Sub- Registrar, Jalpaiguri.

After that the name of Smt. Sunita Periwal w/o Sri. Binod Kumar Periwal has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened one new Khatian 55, Plot No. 23, Sheet No. 66. Mouza Dabgram for the land measuring 0.1402 acre.

Sub - Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 517(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.1402 acre.

**IV. That 1. Smt. Sarita Periwal w/o Late Prayag Kumar Periwal, 2. Sri. Sushil Kumar Periwale & 3. Sri. Naresh Periwale, both are sons of Late Mahabir Prasad Periwale purchased**

i) a piece or parcel of land measuring 0.0516 acre from 1. Sri. Dhakaru Roy S/o Late Nanda Singh Roy 2. Smt. Hemsuswari Roy, W/o Sri. Sangia Roy, 3. Smt. Bindeshwari Roy w/o Dharani Roy (through their Constituted Attorney Sri. Nitesh Periwale s/o Late Prayag Kumar Periwale ) by virtue of Deed of Sale being No 3343 for the year 2011 and entered into Book No. I, CD Volume No. 08, pages 2980 to 2996 and registered at the District Sub- Registrar, Jalpaiguri.

ii) a piece or parcel of land measuring 0.0652 acre from 1. Sri. Dhakaru Roy S/o Late Nanda Singh Roy 2. Smt. Hemsuswari Roy, W/o Sri. Sangia Roy, 3. Smt. Bindeshwari Roy w/o Dharani Roy (through their Constituted Attorney Sri. Nitesh Periwale s/o Late Prayag Kumar Periwale ) by virtue of Deed of Sale being No 3342 for the year 2011 and entered into Book No. I, CD Volume No. 08, pages 2963 to 2979 and registered at the District Sub- Registrar, Jalpaiguri.

iii) a piece of parcel of land measuring 0.1145 acre from 1. Sri. Nageshwar Prasad S/o Late Baijnath Prasad 2. Smt. Lalita Devi W/o Sri. Chandreshwar Prasad 3. Sri. Dinesh Kumar Prasad S/o Sri. Baldeo Prasad 4. Smt. Vendana Prasad W/o Sri. Dinesh Kumar Prasad 5. Sri. Pradip Prasad S/o Late Jagdish Prasad 6. Sri. Ranjit Kumar S/o Late Jagdish Prasad by virtue of Deed of Sale being No 1411 for the year 2010, Book No. I, CD Volume No. 4, pages 1338 to 1353 and registered at the District Sub- Registrar, Jalpaiguri.

After that the name of 1. Smt. Sarita Periwal w/o Late Prayag Kumar Periwal, 2. Sri. Sushil Kumar Periwal & 3. Sri. Naresh Periwal, both are sons of Late Mahabir Prasad Periwal has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened there new Khatian 3,4,5, Plot No. 23, Sheet No. 66, Mouza Dabgram for the land measuring 0.2542 acre, 0.2302 acre, and 0.2462 acre respectively ( Khatian includes some other plot of land acquired by different Sale Deed).

Sub - Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 516(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.2542 acre, Memo No. 520(4)/ Con/SDLLRO(S) JAL 2014 dated 23-07-2014, for the land measuring 0.2302 acre, Memo No. 518(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.2462 acre.

**V. That Sri Naresh Periwal**, son of Late Mahabir Prasad Periwal, purchased a piece or parcel of land measuring 0.168 acre from 1. Sri Nageshwar Prasad S/o Late Baijnath Prasad, 2. Smt. Lalita Devi, W/o Sri Chandreshwar Prasad, 3. Sri Dinesh Kumar Prasad, S/o Baldeo Prasad, 4. Smt. Vendana Prasad, W/o Sri Dinesh Kumar Prasad, 5. Sri Pradip Prasad, S/o Late Jagdish Prasad, 6. Sri Ranjit Prasad, S/o Late Jagdish Prasad by virtue of Deed of Sale being No. 1724 for the year 2004, Book No. I, Volume No. 22, pages 353 to 360 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Sri Naresh Periwal, son of Late Mahabir Prasad Periwal has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act,1955 and opened three new Khatian No. 5, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.2462 acre( Khatian includes some other plot of land acquired by different Sale Deed).

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 518(4)/Con/SDLLRO(S)/JAL 2014 dated 23/07/2014, for the land measuring 0.2462 acre.

**VI. That Smt. Sarita Periwai, W/o Late Prayag Kumar Periwai, purchased a piece or parcel of land measuring 0.168 acre from 1. Sri Nageshwar Prasad S/o Late Baijnath Prasad, 2. Smt. Lalita Devi, W/o Sri Chandreshwar Prasad, 3. Sri Dinesh Kumar Prasad, S/o Baldeo Prasad, 4. Smt. Vendana Prasad, W/o Sri Dinesh Kumar Prasad, 5. Sri Pradip Prasad, S/o Late Jagdish Prasad, 6. Sri Ranjit Prasad, S/o Late Jagdish Prasad by virtue of Deed of Sale being No. 1727 for the year 2004, Book No. I, Volume No. 22, pages 375 to 380 and registered at the District Sub-Registrar, Jalpaiguri.**

After that the name of Smt. Sarita Periwai, W/o Late Prayag Kumar Periwai, has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened three new Khatian5, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.2462 acre( Khatian includes some other plot of land acquired by different Sale Deed).

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 516(4)Con/SDLLRO(S)/JAL 2014 dated 23/07/2014, for the land measuring 0.2542 acre.

**VII. That Sri. Sushil Kumar Periwai, son of Late Mahabir Prasad Periwai, purchased a piece or parcel of land measuring 0.168 acre from 1. Sri Nageshwar Prasad S/o Late Baijnath Prasad, 2. Smt. Lalita Devi, W/o Sri Chandreshwar Prasad, 3. Sri Dinesh Kumar Prasad, S/o Baldeo Prasad, 4. Smt. Vendana Prasad, W/o Sri Dinesh Kumar Prasad, 5. Sri Pradip Prasad, S/o Late Jagdish Prasad, 6. Sri Ranjit Prasad, S/o Late Jagdish Prasad by virtue of Deed of Sale being No. 1726 for the year 2004, Book No. I, Volume No. 22, pages 369 to 374 and registered at the District Sub-Registrar, Jalpaiguri.**

After that the name of Sri Sushil Kumar Periwai, son of Late Mahabir Prasad Periwai, has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened



three new Khatian No. 5, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.2462 acre (Khatian includes some other plot of land acquired by different Sale Deed).

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 520(4)/ Con/SDLLRO(S)/JAL 2014 dated 23/07/2014, for the land measuring 0.2302 acre.

**VIII. That Uma Tea Estates Pvt. Ltd,** having registered office at Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling purchased a piece or parcel of land measuring 5 Katha 14 Chattak from 1. Sri Nirmal Gurung, s/o Late Lalu Gurung @ Kalu Singh Gurung, 2. Miss Sita Gurung, d/o Late Lalu Gurung @ Kalu Singh Gurung through their Constituted Attorney Sri. Padam Bahadur Thapa, s/o Late Chabilal Thapa by virtue of Deed of Sale being No. 2754 for the year 2009, Book No. I, CD Volume No. 7, pages 322 to 339 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Uma Tea Estates Pvt. Ltd, registered office at Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened one new Khatian No. 52, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.0969 acre.

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 558(2)/ Con/BLLRO/RAJ/JAL 2014 dated 31/07/2014, for the land measuring 0.0969 acre.

**IX. That Art Reeves Exim (I) Pvt. Ltd.,** having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling purchased a piece or parcel of land measuring 1 Katha 8 Chattak from Sri Roshan Chhetri, s/o Late Ram Bahadur Chhetri by virtue of Deed of Sale being No. 01094 for the year 2010, Book No. I, CD Volume No. 3, pages 2687 to 2700 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Art Reeves Exim (I) Pvt. Ltd., having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and

Land Reforms Act, 1955 and opened one new Khatian No. 51, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.0247 acre.

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 559(2)/ Con/BLLRO/RAJ/JAL 2014 dated 31/07/2014, for the land measuring 0.0247 acre.

After that aforesaid parties/land owners entered into a Joint Venture Cum Development Agreement for construction of a multistoried building on the aforesaid plot of land by virtue of **Deed No. 4005 for the year 2014** an entered into Book No. I, CD Volume No. 11, pages 4902 to 4962 and registered at the District Sub-Registrar, Jalpaiguri. By virtue of the said Development Agreement they engage **Amartya Commercial Private Limited**, having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling as their Developer of the said plot of land.

Siliguri Municipal Corporation sanctioned a proposed P+4 storied residential building vide Plan No. 1002 dated 14/02/2014 and sanctioned on 23/04/2014.

Siliguri Jalpaiguri Development Authority issue a Land Use Compatibility Certificate vide Memo No. 270/LUCC/ARP/SJDA dated 12/09/2012.

**The aforesaid Land is Jointly Butted & Bounded as follows:**

**On the North : Land of Late Karna Bahadur Chettri & Others.**

**On the South : Land of Shanti Niketan Housing Complex.**

**On the East : Land of Shanti Niketan Housing Complex.**

**On the East : 34 ft wide S.M.C. Road.**

**AND**

**WHEREAS** the Developer herein has decide / agreed and undertake to construct a building upon the aforesaid plot of land so to be constructed (morefully and particularly described in the SECOND SCHEDULE hereunder written) at their own cost and finance, upon certain terms and conditions and the said land owners have agreed and accepted the said Developers proposal.

**AND**

WHEREAS the Developer herein applied & obtained a G+ FOUR Storied Building Sanctioned plan vide Plan No. 1002, dated 23/04/2014 by the Siliguri Municipal Corporation upon the aforesaid plot, THAT the Developers will/ has submit/ submitted a REVISED PLAN of G+FIVE with the said authority & other government organizations and is awaiting the approval of the same.

**AND**

**WHEREAS** after the sanction of G+ FOUR Storied Building plan, the said Developer i.e. Confirming Party herein commenced as proposed the construction work of the building, situate at Jyotinagar, Near Shanti Nektan Housing Complex, P.O. Sevoke Road, within P.S. Bhaktinagar, 2.1/2 mile, Siliguri, comprised in Plot No. 152 & 153, recorded in Khatian No. 241 of Mouza- Dabgram Pargana Baikunthapur, J.L. No. 02, Sheet No.8, P.S. Baikunthapur, Dist. Jalpaiguri within Ward No. XXXXI of Siliguri Municipal Corporation, herein called the "SAID BUILDING" named "**DOLPHIN SIGNATURE**" hereunder written, according to the said sanction of the building plan & simultaneously the Developer/ Conforming Party herein started booking process of Several Flats/parking Space under construction in favour of the Intending purchaser/s.

**AND**

**WHEREAS** the Vendors herein have entered into a Joint Venture Cum Development Agreement by virtue of Deed No. 4005 for the year 2014 an entered into Book No. I, CD Volume No. 11, Pages 4902 to 4962 and registered at the District Sub-Registrar, Jalpaiguri in

favour of Amartya Commercial Pvt. Ltd., a company registered under the Indian Companies Act, 1956, having its registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, W.B. represented by one of its Director Sri Nitesh Periwal, son of Late Prayag Kumar Periwal to sign & execute several Deed of Agreement of Sale in respect of the Land.

**AND**

**WHEREAS** the said Agreement contained provisions inter-alia of covered and/or other areas of the Vendors & Developer / Confirming Party herein within the said building being as aforesaid ascertain the same in details & describing as well the respective proportionate shares of the vendors & that of Developer / Confirming Party to sell convey, transfer, assign their allocations therein with further right to have proportionate share in the land below building in accordance with their share as agreed & to sell, convey, transfer, assign such share in the lands as well for gains without any reservation on the part of Vendors, co- operation therefore being obligation on the part of the Vendor in such respect, in the said building constructed as the cost of the Developer being granted by the Vendors, the Vendors agreeing to transfer the Developers proportionate share in the building as consideration for the Vendors having their respective allocation therein, in terms of the said Development Agreement.

**ARTICLE - III**

**ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR**

The Owner-Vendor herein are the joint owners and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned , described, explained, enumerated, provided at the under the **FIRST SCHEDULE** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances , charges , liens, lispendenses, demands, claims , hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and except the rights conferred upon the Developer and created by the Owner-Vendor herein by

way of and under the terms and conditions of the said **Joint Venture Cum Development Agreement by virtue of Deed No. 4005 for the year 2014** an entered into **Book No. I, CD Volume No. 11, Pages 4902 to 4962** and registered at the **District Sub-Registrar, Jalpaiguri in favour of Amartya Commercial Pvt. Ltd.**, a company registered under the Indian Companies Act, 1956, having its registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, W.B. represented by one of its Director Sri Nitesh Periwal, son of Late Prayag Kumar Periwal and by which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the First Schedule hereto.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(PREMISES)**

**ALL THAT** piece and parcel of homestead land measuring **89 Kathas 1.5 Chattak 7 sq. ft.**, situated under Khatian No. 241(old), 3,4,5,53,54,51,55,52 (new), Plot No. 152 (old) & 153 (old), 23(new), J.L. No. 02, Sheet No.8 (old), 66 (new), Mouza Dabgram, Pargana. Bhaktinagar, P.S. Bhaktinagar, within Ward No. XXXXI of Siliguri Municipal Corporation, Dist. Jalpaiguri.

butted and bounded by;

- On the North** : Land of Late Karna Bahadur Chettri & Others.
- On the South** : Land of Shanti Niketan Housing Complex.
- On the East** : Land of Shanti Niketan Housing Complex.
- On the East** : 34 ft wide S.M.C. Road;

**OR HOWSOEVER OTHERWISE** the said premises now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(THE SAID APARTMENT/UNIT)**

**(FLAT AND/OR UNIT)**

**ALL THAT** the one self contained residential **FLAT AND/OR UNIT No.** ----- on the -----  
- **FLOOR** of **BLOCK** - ----- of the building containing by estimation an area of -----  
Square Feet (Saleable) be the same a little more or less subject to Final measurement  
comprising of ---- **Bed Rooms** + ---- **Wash rooms** + **1 Kitchen** + **1 Drawing/ Living/ Dining**  
**Room** + --- **Balcony**, together with One Independent Covered Car Parking space containing  
an area of ... Square Feet (..... Sq.Mtr) more or less **TOGETHER WITH** the undivided  
proportionate share or interest in the land directly underneath and forming part of the said  
Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas  
and facilities to comprise in the said Premises and delineated on the Plan annexed hereto  
and bordered in colour **Red** thereon.

**THE FOURTH SCHEDULE ABOVE REFERED TO**

**(Common Areas and Utilities)**

**(COMMON PORTIONS)**

**PART - I**

**A. COMMON PARTS and PORTIONS in the BUILDING.**

1. Lift in each block
2. Fire Fighting arrangement as per sanctioned fire plan
3. Intercom in each flat
4. CCTV surveillance.

**PART-II**

**B. COMMON PARTS and PORTIONS** in the **COMPLEX** are listed as under. These **COMMON PARTS and PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project “**DOLPHIN SIGNATURE**” Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS and PORTIONS/FACILITIES** with the purchasers of future horizontaland /or vertical extension which may add on to the present sanction plan.

1. AC Gymnasium
2. AC Community Hall
3. Cafeteria
4. Multipurpose Hall
5. Shop
6. Multipurpose Court at Club Terrace
7. Terrace Party Lawn with Amphitheatre
8. Meditation Area
9. Skylight Above
10. Indoor Temperature Control Swimming Pool
11. Round the Clock Security
12. Herbal Garden
13. Aroma Garden
14. Kids Play Area
15. Any other common facility may call upon which ever name.

**THE FIFTH SCHEDULE ABOVE REFERRED TO****(EASEMENTS OR QUASI-EASEMENTS)**

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter and/or the Society and/or the Association of Co-owners of the New Building.

1. The right in common with the Purchaser and/or other person or person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said Apartment/Unit(s) of the other part or parts of the New Building through or over the said apartments/units) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the said Apartment/Unit(s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Apartment/Unit(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
4. The right by the Promoter and/or occupier or occupiers of other part or parts of the New Building for the purpose of ingress or egress to and from such other part or parts of the New Building, the front entrances



staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building.

5. The right of the Promoter or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment/Unit(s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduits underground/overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Promoter and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the said Apartment/Unit(s) or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Promoter the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the FIFTH SCHEDULE hereto.
2. The right of access and passage in common with the Promoter and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube well, lifts and electrical installations and all other common areas installations and facilities in the New Building and the said Premises.

3. The right of the way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Apartment/Unit(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Promoter and the Society/Association along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the said Apartment/Unit(s) by or from all parts of the New Building so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment/Unit(s) through pipes drains wires and conduits lying or being in under through or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Apartment/Unit(s) and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment/Unit(s) in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention

so to enter to the Owners and occupiers of the other apartments/units and portion of the Building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(RESTRICTIONS/HOUSE RULES)**

1. As from the date of possession of the said Apartment/Unit(s) the Purchaser agrees and covenants.
  - (a) To co-operate with the other co-purchasers and the Promoter in the management and maintenance of the said building.
  - (b) To observe the rules framed from time to time by the Society/Association.
  - (c) To use the said Apartment/Unit(s) for residential, purpose (as has been granted) and for no other purposes whatsoever without the consent in writing of the Promoter.
  - (d) To allow the Promoter with or without workmen to enter into the said Apartment/Unit(s) for the purpose of maintenance and repairs and sale of unsold stock of the Developer.
  - (e) To pay and bear the common expenses and other outgoings and expenses since the date of receiving of the possession letter and also the rates and taxes for the said Apartment/Unit(s) and proportionately for the building and/or common parts/areas and wholly for the said Apartment/Unit(s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter and upon the formation of the Society/Association to such Society/Association. Such amount shall be deemed to be due and payable on and from the date of possession

whether physical possession of the said Apartment/Unit(s) has been taken or not by the Purchaser, the said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Society/Association to such Society/Association.

- (f) To deposit the amounts reasonably required with the Promoter and upon the formation of the Society/Association with such Society/Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relating to the said Apartment/Unit(s).
- (h) Not to subdivide the said Apartment/Unit(s) and/or the Parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the Promoter from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment/Unit(s).
- (j) To maintain or remain responsible for the structural stability of the said apartment/unit and not to do anything which has the effect of affecting the structural stability of the building.
- (k) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment/Unit(s) or in the compound or any portion of the building.
- (l) Not to store or bring and allow to be stored in the said Apartment/Unit(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any

fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- (m) 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 constructions of the building or any part thereof.
- (n) Not to fix or install air-conditioners in the said Apartment/Unit(s) save and except at the places which have been specified in the said Apartment/Unit(s) for such installation.
- (o) Not to do or cause anything to be done in or around the said Apartment/Unit(s) which may cause or tantamount to cause or effect any damage to any flooring or causing of the said Apartment/Unit(s) or adjacent to the said Apartment/Unit(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (p) Not to damage or demolish or cause to be damaged or demolished the said Apartment/Unit(s) or any part thereof or the fittings and fixtures affixed thereto.
- (q) 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 including grills of the said apartment/unit which in the opinion of the Promoter differs from the colour scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.

- (r) Not to install grills the design of which have not been approved by the Architect.
- (s) 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 apartment/unit(s) or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (t) Not to make in the said Apartment /Unit(s) any structural addition and/or alterations such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Promoter and with the sanction of the Competent Authority as and when required.
- (u) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (v) Not to use the said **Apartment/Unit(s)** or permit the same to be used for any purpose whatsoever other than as a **Residential Apartment/Unit** and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any industrial activities whatsoever.
- (w) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner to be visible to the outsiders.

- (x) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Society/Association and after the Society/Association is incorporate to comply with and/or adhere to the building rules and regulations of such Society/Association.
2. The Purchaser agrees that :
- (a) The Purchaser shall pay regularly and punctually within 7<sup>th</sup> day of every month, in advance and month by month the common expenses as described in the EIGHTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Promoter to be payable from the date of possession to the Promoter and upon formation and transfer of management of the building to the Society/Association such payments are required to be made without any abatement or demand.
  - (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Promoter from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Apartment/Unit(s) only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Promoter shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of said building to the Society/Association in terms of these presents, the employees of the Promoter such as watchmen, security staff, lift men, etc. shall be employed and/or absorbed in the employment of such Society/Association with continuity of service and on the same terms and

conditions of employment with the Promoter and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.

- (c) So long as each Apartment/Unit(s) in the said Premises shall not be separately mutated and assessed the Purchaser 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 Promoter. Such proportion is to be determined by the Promoter on the basis of the area of such Apartment/Unit(s) in the said Building.
  - (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate as per provision of the Act. 'HIRA' per month and further that such amount shall remain unpaid for sixty days, the Promoter shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Apartment/Unit such as water supply, electricity connection, use of lifts 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.
3. The Purchaser has further agreed that:
- a) The right of the Purchaser shall remain restricted to the said Apartment/Unit(s).
  - b) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.



- c) The Promoter shall be absolutely entitled and/or shall have sole and exclusive right to the roof of the building and all the other open spaces of the said building and premises for any future development and construction thereon and shall also be entitled to transfer the same fully or in part on as it where it basis or duly developed by way of construction thereon to any person or persons, party or parties and/or deal with the same as the Promoter in its sole discretion shall think fit & proper and the Purchaser hereby consents to the same without any objection and/or claim in whatsoever manner under any circumstances.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. Establishment and all other capital and operational expenses of the Association of Flat VENDOR/DEVELOPER .
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common

use and enjoyment of the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level.

7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions at the Building level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Buildings.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level, including lifts, , if any changeover switches, if any pumps and other common installations including, street lights, lobby lights, club house maintenance, swimming pool, gym, kids room, podium area, club facilities maintenance and their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Building Common Portions at the Building level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building at the Building level and in respect of the Complex at Complex level save those separately assessed on the Purchasers.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED AND DELIVERED** by the  
owner at \_\_\_\_\_ in the presence of

1. \_\_\_\_\_  
(OWNER)

2.  
**SIGNED AND DELIVERED** by the  
promoter at \_\_\_\_\_ in the presence of

1. \_\_\_\_\_  
(PROMOTER)

2.  
**SIGNED AND DELIVERED** by the  
**PURCHASERS** at \_\_\_\_\_ in the presence of

1.

---

 (PURCHASER)

2.

Drafted & Typed at my office:-**Receipt and Memo of Consideration**

The Promoter/Owner confirms having received from the Purchasers/Allottee a sum of Rs. ....../- (Rupees ..... Only) towards Consideration amount plus Service Tax and Appurtenances in the following manner:

Sl. No.	Cheque/ RTGS/Cash	Date	Bank	Amount
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**Consideration Amount****Witnesses:**

1.

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 Promoter

Dated      day of      , 2018

Between

M/S. AMARTYA COMMERCIAL PRIVATE LIMITED

.... Promoter/Owner

And

...Purchaser/Allottee

*Conveyance*

Apartment/Unit No.

..... Floor

Premises at

