

DEED OF CONVEYANCE

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

-BETWEEN-

SRI. AJIT KUMAR SINGH [PAN NO. AKOPS4946F], son of Sri. Ram Sakha Singh, by Faith-Hindu, by Occupation- Business, by Nationality- Indian, **2. SMT. SEEMA DEVI SINGH [PAN NO. AVDPD0921F]**, wife of Sri. Ajit Kumar Singh, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and both are residing Jyotingar Colony, Champasari, Siliguri, Ward No. 46, P.O.- & P.S.- Pradhan Nagar, Pin Code- 734001, District- Darjeeling, West Bengal, hereinafter jointly referred to and collectively called as '**VENDORS/OWNERS**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, successors, legal representatives and assigns) of the **FIRST PART**.

- AND -

KOTIRATAN BUILDCON PVT. LTD. [PAN NO. AAECK6383K], a private limited company incorporated under the provisions of Companies Act, 1956, bearing certificate of Incorporation No. U45400WB2012PTC173245, having its registered office at Muzaffar Ahmed Sarani, Pakurtala More, Ashrampara, P.O. & P.S.- Siliguri, Pin Code- 743001, Dist- Darjeeling, West Bengal, represented by its Director **MR. BRIJ KISHORE PRASAD [PAN NO. AEQPP1157H] [AADHAR NO. 9146 4127 1530]**, son of Late Baleshwar Prasad, by Faith-Hindu, by Occupation- Business, by Nationality- Indian and residing at Najrul Sarani by lane, Ashrampara, Pakurtala more, P.O. & P.S.- Siliguri, Pin Code- 734001, in the District of Darjeeling, West Bengal, hereinafter called and referred to as '**THE PROMOTER/DEVELOPER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its executors, successors, legal representatives and assigns) of the **SECOND PART**.

-AND-

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be

], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

WHEREAS:-

1. the owner no. 1 herein, i.e. SRI. AJIT KUMAR SINGH became the absolute by purchase of **ALL THAT** the piece and parcel of land measuring 4 Kathas or 0.066 acres appertaining to and forming part of R.S. Plot No. 88 and 89, recorded in R.S. Khatian No. 62/1 and 62/3, situated within Mouza- Mandlaguri, J.L. No. 107(85), Pargana Patharghata, Touzi No. 91, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation, ward No. 46, Police Station- Matigara (then) Pradhan Nagar (now), Dist- Darjeeling, by virtue of a registered Deed of Sale executed by (i) Sri. Kalyan Kumar Mazumder, son of Late Kishori Mohan Mazumder, (ii) Smt. Mira Sen, wife of Late Amalendu Sekhar Sen, (iii) Smt. Bina Guha, wife of Sri. Prakash Kumar Guha, (iv) Smt. Menoka Sinha, wife of Sri. Uma Shankar Sinha, (v) Smt. Bharati Dutta, wife of Sri. Rabindra Nath Dutta, (vi) Sri. Subir Kumar Mazumder, son of late Kishori Mohan Mazumder, (vii) Smt. Tapati Bhattacharjee, wife of Sri. Arun Bhattacharjee & (viii) Sri. Chanchal Mazumder, son of late Kishori Mohan Mazumder and registered at the office of the Addl. District Sub-Registrar, Siliguri, District- Darjeeling and recorded in Book No. I, Volume No. 7, pages from 57 to 64, being document no. I- 406 for the year 1997, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

2. the owners no. 1 & 2 herein, i.e. Sri. Ajit Kumar Singh and Smt. Seema Devi Singh became the joint owners of **ALL THAT** the piece and parcel of land measuring 9 Kathas, recorded in R.S. Khatian No. 62/1 & 62/3, appertaining to and forming part of R.S. Plot No. 88 with area measuring 5 Kathas and part of R.S. Plot No. 89, with area measuring 4 Kathas, situated within Mouza- Mandlaguri, J.L. No. 107(85), Pargana- Patharghata, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation, ward no. 46, Police Station- Pradhan Nagar, District- Darjeeling, by virtue of registered Deed of Gift executed by Sri. Ram Sakha Singh, son of Late Bhogi Singh and registered at the office of the Addl. Dist. Sub-Registrar of Siliguri-II at Bagdogra, District- Darjeeling and recorded in Book No. I, CD Volume No. 13, pages from 3327 to 3338, being document no. I- 6098, for the year 2013, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever. That due to mistake and inadvertence, the aforesaid Deed of Gift being no. I- 6098 of 2013, incorporated the incorrect boundary which was subsequently amended

by the actual boundary by executing a Deed of Declaration and registering it at the office of the Addl. Dist. Sub-Registrar of Siliguri –II at Bagdogra, District- Darjeeling and recorded in Book No. IV, Volume No. 0403-2019, pages from 5402 to 5412, being document no. 040300353 for the year 2019.

3. The owner no. 2 herein, i.e. Smt. Seema Devi Singh became the absolute owner of ALL THAT the piece and parcel of land measuring 12 Decimals or 7 Kathas 4 Chhataks, recorded in R.S. Khatian No. 62/1, comprised of R.S. Plot No. 89, with area measuring 4 Decimals and recorded in R.S. Khatian No. 62/3, comprised of R.S. Plot No. 92, with area measuring 8 Decimals, situated within Mouza- Mandlaguri, J.L. No. 107(85), Pargana- Patharghata, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation, ward no. 46, Police Station- Pradhan Nagar, District- Darjeeling, by virtue of registered Deed of Gift executed by Sri. Rahul Kumar, son of Sri. Munni Prasad and registered at the office of the Addl. Dist. Sub-Registrar of Siliguri –II at Bagdogra, District- Darjeeling and recorded in Book No. I, Volume No. 0403-2017, pages from 54981 to 54995, being document no. I- 2728, for the year 2017, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

4. Sri. Amit Kumar Singh and Smt. Seema Devi Singh, i.e., the first party/owners hereof got the aforesaid Land recorded in the Record of Rights (ROR) with the B.L. & L.R.O's office Siliguri, and the authorized officer under West Bengal Land Reforms Act, 1955 after verification of their documents and being satisfied duly recorded their name in the Record of Rights and finally published Record of Right/Khatian being L.R. Khatian No. 724, in favour of Sri. Amit Kumar Singh with an area of land measuring 0.14 acre and L.R. Khatian No. 725, in favour of Smt. Seema Devi Singh with an area of 0.194 acre in Mouza- Mandlaguri, District- Darjeeling.

5. The first party/owners are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled as an owners hereof to ALL THAT butted and bounded piece and parcel of land measuring about **0.334 Acres** recorded in R.S. Khatian No. 62/1, appertaining to and forming part of R.S. Plot No. 88, with an area of 0.122 acres and R.S. Plot No. 89 with an area of 0.04 acres and recorded in R.S. Khatian No. 62/3, appertaining to

and forming part of R.S. Plot No. 89 with an area of 0.08 acres, corresponding to L.R. Khatian No. 724 appertaining to and forming part of L.R. Plot No. 8245, with an area of 0.013 acres and L.R. Plot No. 8246, with an area of 0.127 acres and recorded in L.R. Khatian No. 725, appertaining to and forming part of L.R. Plot No. 8245 with an area of 0.073 acres, L.R. Plot No. 8246 with an area of 0.054 acres and L.R. Plot No. 8247 with an area of 0.067 acres, situated within the Mouza- Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L.&L.R.O. Siliguri, within Siliguri Municipal Corporation, Ward No. 46, Police Station- Pradhan Nagar, District- Darjeeling, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "said land" having permanent heritable and transferable right, title and interest thereon.

6. for the purpose of integrated development of the said land, the owner has decided to develop the said land by constructing a multi-storied residential cum commercial building complex thereon, but not having resources and expertise in the sphere of construction, the owner herein has approached the promoter herein to develop the said land being ALL THAT butted and bounded piece and parcel of land measuring about **0.334 Acres** recorded in R.S. Khatian No. 62/1, appertaining to and forming part of R.S. Plot No. 88, with an area of 0.122 acres and R.S. Plot No. 89 with an area of 0.04 acres and recorded in R.S. Khatian No. 62/3, appertaining to and forming part of R.S. Plot No. 89 with an area of 0.08 acres, corresponding to L.R. Khatian No. 724 appertaining to and forming part of L.R. Plot No. 8245, with an area of 0.013 acres and L.R. Plot No. 8246, with an area of 0.127 acres and recorded in L.R. Khatian No. 725, appertaining to and forming part of L.R. Plot No. 8245 with an area of 0.073 acres, L.R. Plot No. 8246 with an area of 0.054 acres and L.R. Plot No. 8247 with an area of 0.067 acres, situated within the Mouza- Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L.&L.R.O. Siliguri, within Siliguri Municipal Corporation, Ward No. 46, Police Station- Pradhan Nagar, District- Darjeeling and accordingly the owners herein along with the promoter herein entered into a registered Development Agreement dated 22nd February, 2022, executed and registered before the office of the Additional District Sub-Registrar of Siliguri-II at Bagdogra, District- Darjeeling and recorded in Book No. I, Volume No. 0403-2022, page from 61977 to 62020, being no. 040302184 for the year 2022.

7. The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings comprising of Flats/ Units and Apartments in accordance with the sanctioned Plan No. _____, dated _____, approved by the _____ **Corporation** consisting of several self-contained finished flats/apartments and car parking spaces, subsequently, in respect of the project known as '**PARWATI RESIDENCY**'.

8. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ on _____ under **registration no.** _____.

9. While in the course of construction the Promoter invited offers for purchase of self contained flats/apartments along with one covered car parking space and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, consisting of _____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.** _____, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet(Super Built Up Area)** more or less, flooring _____, at the Project known as '**PARWATI RESIDENCY**', hereinafter referred to as the said "**FLAT AND/OR UNIT**" more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and the consideration of the said Flat **Rs.**_____/-(**Rupees** _____) **only** along with Covered Car parking space consideration of **Rs.**

_____/-**(Rupees _____)** only. The total consideration of the said Flat along with the Covered Car parking space sum of **Rs. _____/- (Rupees _____) only.**

10. The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs. _____/- (Rupees _____)** only paid by the Purchasers herein to the Promoter (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Flat and/or Unit purchase **ALL THAT** the **APARTMENT NO. _____**, on the _____ **Floor** of the building being **Block- _____**, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, consisting of _____ (**_____**) **Bed Rooms**, _____ (**_____**) **Living/Dining Room**, _____ (**_____**) **Kitchen**, _____ (**_____**) **Toilets**, _____ (**_____**) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No. _____**, situate at the _____ of the building, containing by estimation an area of _____ (**_____**) **Square Feet(Super Built Up Area)** more or less, flooring _____, at the Project known as '**PARWATI RESIDENCY**' constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described

in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat and/or Unit.

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

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Flat and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under

or in trust for them.

3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Purchasers undivided proportionate interest in land is impartible in perpetuity.
5. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
6. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

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

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building

materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchasers have understood the concept, layout and scheme of '**PARWATI RESIDENCY**' to comprise of several Blocks and that all facilities and amenities in all Blocks along with other phases '**PARWATI RESIDENCY**' which have been constructed or shall be constructed both shall jointly enjoyed the common amenities in the complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other adjacent Complex developed by the Developer shall be permitted in perpetuity.
3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex, later within the entire project of '**PARWATI RESIDENCY**', for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Flat Owners in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
 - iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Flat Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF**

POSSESSION irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Flat Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.
- ix) **NOT TO** throw dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT**

for such installation.

- xiii) **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) **NOT TO** install grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.

- xix) NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose 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 neighboring premises or for any illegal or immoral purpose.
- xxi) NOT TO** raise any objection upon the Developer undertaking additional construction in accordance with law and for the purpose the Purchasers have duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.
- xxii) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxiii) NOT TO** raise any objection in the event the Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Developer and all unit Purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit Purchasers of units in the scheduled land and the unit Purchasers in the added / additional land and the

obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchasers herein along with the other co-owners.

- xxiv) **NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxv) **NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.
- xxvi) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNERS AND/OR DEVELOPER**.
- xxvii) **TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.
- xxviii) **NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxix) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.
- xxx) **NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxxi) **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner

wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

- xxxii)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.
- xxxiii)** The right of the Purchasers in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchasers herein) the shall be as follows:-
- (i) To park a Medium Sized Motor Car only.
 - (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
 - (iii) not to keep in the car parking space, anything other than private motor car
 - (iv) Not raise or put up any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
 - (v) Not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
 - (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
 - (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
 - (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the Purchasers herein.
 - (ix) To pay all rates, taxes assessments in respect of the Flat and the Car Parking Space.

THE SCHEDULE-A ABOVE REFERRED TO:

DESCRIPTION OF THE LAND

ALL THAT piece and parcel of vacant land admeasuring **0.334 Acres** recorded in R.S. Khatian No. 62/1, appertaining to and forming part of R.S. Plot No. 88, with an area of 0.122 acres and R.S. Plot No. 89 with an area of 0.04 acres and recorded in R.S. Khatian No. 62/3, appertaining to and forming part of R.S. Plot No. 89 with an area of 0.08 acres, corresponding to L.R. Khatian No. 724 appertaining to and forming part of L.R. Plot No. 8245, with an area of 0.013 acres and L.R. Plot No. 8246, with an area of 0.127 acres and

recorded in L.R. Khatian No. 725, appertaining to and forming part of L.R. Plot No. 8245 with an area of 0.073 acres, L.R. Plot No. 8246 with an area of 0.054 acres and L.R. Plot No. 8247 with an area of 0.067 acres, situated within the Mouza- Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L.&L.R.O. Siliguri, within Siliguri Municipal Corporation, Ward No. 46, Police Station- Pradhan Nagar, District- Darjeeling, West Bengal, and the same is Butted and Bounded as follows:

On the North: By the land and house of Lalan Prasad Gupta & Baban Gupta;

On the South: By 20 feet wide metal road;

On the East: By 8 feet wide road and land of Surendra Pd Chourasia and Lalbabu Jaiswal;

On the West: By Land & House Rakesh Singh & ors.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID FLAT AND THE SAID CAR PARKING SPACE)

ALL THAT the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-** _____, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, consisting of _____ (**_____**) **Bed Rooms**, _____ (**_____**) **Living/Dining Room**, _____ (**_____**) **Kitchen**, _____ (**_____**) **Toilets**, _____ (**_____**) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.** _____, situate at the _____ of the building, containing by estimation an area of _____ (**_____**) **Square Feet(Super Built Up Area)** more or less, flooring _____, at the Project known as '**PARWATI RESIDENCY**' constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

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

SIGNED SEALED AND DELIVERED by the
OWNERS, DEVELOPER, PURCHASERS at _____

in the presence of:

WITNESS:

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE DEVELOPER

Deed prepared and Drafted by:-

SIGNATURE OF THE PURCHASERS

