

DEED OF CONVEYANCE

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

-BETWEEN-

(1) SMT. TATULI GHOSH, (PAN No. ADUPG9887A), wife of Late Sanjib Ghosh, by Occupation - Housewife, **(2) SRI. SAURAV GHOSH, (PAN No. BDCPG7105E)**, son of Late Sanjib Ghosh, by Occupation- Service, both by Religion- Hindu, by Nationality - Indians, both residing at 27/5 AJC Bose Road, Subhas Pally, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN-734001.

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(3) SRI AJIT KUMAR AGARWAL, (PAN No. ACFPA2427G), son of Late Raj Kumar Agarwal, by Religion - Hindu, by Nationality - Indian, residing at Usha Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station - Siliguri, Siliguri, District - Darjeeling, PIN-734001 and **(4)SRI DEEPAK PRASAD, (PAN No. BEOPP3440Q)**, son of Late Bharat Prasad, by Religion - Hindu, by Nationality - Indian, residing at Pokajote, Champasari, Post Office - Champasari, Police Station - Pradhan Nagar, Siliguri, District Darjeeling, PIN-734003, hereinafter called the "**OWNERS**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**. The **OWNERS** are represented by their **CONSTITUTED ATTORNEY** namely **M/S. KALIKA CONSTRUCUTION [PAN No. AASFK3988R]**, a partnership firm having its office at Kadamtala, Kali Mandir Lane, Nayabasti, Chamasari, Post Office and Police Station - Pradhan Nagar, Siliguri, District - Darjeeling, PIN - 734003, represented by one of its partners' namely **SMT. RAKHI AGARWAL[PAN No. AFTPA3213R] [AADHAAR No. 9517 5828 0369]**, wife of Sri Ajit Kumar Agarwal, by Occupation- Business, by Religion - Hindu, by Nationality - Indian, resident of Usha Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station Siliguri, Siliguri, District Darjeeling, PIN 734001 by virtue of a Development Power of Attorney dated 16th February, 2022, registered in the office of Additional District Sub-Registrar, Siliguri - II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Page from 57170 to 57204, being No. 040301988 for the year 2022.

AND

M/S. KALIKA CONSTRUCUTION [PAN No. AASFK3988R], a partnership firm having its office at Kadamtala, Kali Mandir Lane, Nayabasti, Chamasari, Post Office and Police Station - Pradhan Nagar, Siliguri, District - Darjeeling, PIN - 734003, represented by one of its partners' namely **SMT.**

RAKHI AGARWAL[PAN No. **AFTPA3213R**] [**AADHAAR No. 9517 5828 0369**], wife of Sri Ajit Kumar Agarwal, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, resident of Usha Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station Siliguri, Siliguri, District- Darjeeling, PIN 734001, hereinafter called the "**PROMOTER/DEVELOPER**" (which expression shall unless executed by or repugnant to the context by deemed to include its successors-in-office, administrators, representatives and assigns) of the **SECOND PART**.

AND

_____, [**PAN No.** _____], [**AADHAAR No.** _____] son of _____, by faith - _____, by Occupation - _____, residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____, District - _____, hereinafter called the "**PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS :-

A. (1) Sri Patit Paban Ghosh (son of Late Gopal Chandra Ghosh) and Smt. Snehakana Ghosh (son of Sri Satish Chandra Ghosh) became the owners of an area of land measuring 0.26 acre comprised in R.S. Plot No. 451 and 2.73 acre comprised in R.S. Plot No. 453, totaling 2.99 acre appertaining to R.S. Khatian No. 61/3 situated within Pargana Patharghata, Mouza- Mandlaguri, J.L. No. 85 (Sabek J.L. No. 107), Touji No. 91, P.S. erstwhile Siliguri (now Pradhan Nagar), District Darjeeling within specific boundaries by virtue of a Deed of Conveyance, being No. 1177 for the year 1975, which was executed in their favour by Smt. Vidya Devi Agarwala (son of Sri Indra Kumar

Agarwala) on 08.02.1975 and registered in the office of the Sub-Registrar at Siliguri and they entered into actual, khas and physical possession of the said land as the lawful owners having permanent, heritable and transferable right, title and interest therein.

- (2) The aforesaid land was duly mutated in the joint names of Sri Patit Paban Ghosh and Smt. Snehakana Ghosh and they continued to pay the ground rent (khazna) in respect thereof to the appropriate authority.
- (3) Out of the aforesaid land, an area of land measuring 0.26 acre forming part of R.S. Plot No. 451 was acquired by the Government and the compensation paid was divided amongst Sri Patit Paban Ghosh and Smt. Snehakana Ghosh.
- (4) Sri Patit Paban Ghosh and Smt. Snehakana Ghosh partitioned the balance land measuring 2.73 acres comprised in R.S. Plot No. 453 by virtue of a Deed of Partition, being No. 6795 for the year 1991, which was executed by them on 17.08.1991 and registered in the office of the Sub-Registrar at Siliguri.
- (5) By virtue of the said Deed of Partition No. 6795 for the year 1991, Sri Patit Paban Ghosh became the absolute owner of 2.045 acres comprised in R.S. Plot No. 453 appertaining to R.S. Khatian No. 61/3 of Mouza- Mandlaguri within specific boundaries and continued to remain in exclusive actual, khas and physical possession thereof, having permanent, heritable and transferable right, title and interest therein and he built a pucca building thereon.
- (6) Sri Patit Paban Ghosh executed his last Will on 14.07.1994 whereby he bequeathed his aforesaid land situated within Mouza- Mandlaguri along with the building standing thereon in favour of his nephews, Sri

Sanjib Kumar Ghosh and Sri Chiranjib Ghosh (both sons of Late Dr. Satish Chandra Ghosh) in equal shares.

- (7) Sri Patit Paban Ghosh died on 14th December, 1998.
- (8) Sri Debasish Ghosh, the executor appointed in the said last will and testament of Patit Paban Ghosh applied for grant of probate thereof, which was granted by the District Delegate (Civil Judge, Sr. Divn.) Siliguri on 05.04.2000 in Misc. Judicial (Probate) Case No. 30 of 1999.
- (9) By virtue of the said duly probated will, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh became the joint owners of the said land measuring 2.045 acres comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza- Mandlaguri along with the building standing thereon, and acquired actual, khas and physical possession thereof and permanent, heritable and transferable right, title and interest therein.
- (10) After having sold some portions of the said land as the joint owners thereof, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh remained in actual, khas and physical possession of an area of land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri along with the building standing thereon.
- (11) Sri Chiranjib Ghosh gifted his one-half share measuring 21 Kathas 8 Chhataks 18 Square feet in the said land comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri together with one-half share measuring 1250 Square feet in each floor of the said building unto in favour of Sri Sanjib Kumar Ghosh by executing a Deed of Gift being No. 9520 for the year 2012 on

18.10.2012 which was registered in the office of the Additional District Sub-Registrar, Siliguri - II at Bagdogra.

- (12) In the manner as aforesaid Sri. Sanjib Kumar Ghosh became the absolute and exclusive owner of the land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri along with the building standing thereon and continued to remain in actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein.
- (13) Sri Sanjib Kumar Ghosh died intestate on 12.01.2018 and the aforesaid land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza-Mandlaguri along with the building standing thereon devolved upon his only legal heirs, namely, his widow (Smt. Tatuli Ghosh) and son (Sri Saurav Ghosh), the Owner Nos. 1 and 2 herein, according to the law of succession by which the deceased is governed.
- (14) Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owner Nos. 1 and 2 herein) thus became the joint owners of the said land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri along with the building standing thereon and they continued in actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein.
- (15) Out of the said land, Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owners Nos. 1 and 2 herein) decided to develop an area measuring about 36 Kathas 10 Chhataks 22 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza- Mandlaguri.

- B. Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4 herein) became the joint owners of an area of land measuring 2307 Square feet within specific boundaries comprised in R.S. Plot Nos. 535, 536 and 537, appertaining to R.S. Khatian No. 61/4 of Mouza- Mandlaguri by virtue of a Deed of Conveyance, being No. 3099 for the year 2019 which was executed on 03.06.2019 by Sri Pankaj Kumar Ghosh (son of Late Nikhil Kanti Ghosh) and Smt. Anjali Ghosh (wife of Sri Pankaj Kumar Ghosh), the erstwhile owners in possession thereof, which was registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and they acquired actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein. The said land is jointly owned by Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4 herein) and they decided to develop their land and built a multi-storied building on the land.
- C. Sri Deepak Prasad, the Owner No. 4 herein is also the absolute owner of an area of land measuring 13 Kathas 2 Chhataks within specific boundaries comprised in R.S. Plot Nos. 535, appertaining to R.S. Khatian No. 61/4 of Mouza- Mandlaguri, which is situated adjacent to the land owned by Sri Ajit Kumar Agarwal and Sri Deepak Prasad.
- E. For the purpose of development and providing suitable means of access thereto through the adjacent land owned by Sri Deepak Prasad, the Owners herein have agreed to make and use such provision of access by carving out a common road.
- F. By an Affidavit of Amalgamation dated 30th September, 2019 notarised before the Learned Executive Magistrate at Siliguri, the Owners herein amalgamated their lands and obtained the total area of land measuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under Khatian Nos. 61/3, 61/4 and

67/4, lying and situated at Mouza – Mandlaguri, J.L. No. 85 (107), Pargana – Patharghata, Police Station – Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District – Darjeeling.

- G. Therefore, the Owners herein are the joint and lawful owners of ALL THAT piece and parcel of land measuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under Khatian Nos. 61/3, 61/4 and 67/4, lying and situated at Mouza – Mandlaguri, J.L. No. 85 (107), Pargana – Patharghata, Police Station– Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District – Darjeeling, West Bengal West Bengal and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **First Schedule** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute sole owner and possessor and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.
- H. The Owners and the Promoter have entered into a Deed of Agreement for Development dated 14th January, 2022, registered at the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Page from 23538 to 235602, being No. 040300533 for the year 2022, for the purpose of construction of multi-storied building on the said Premises as per the terms and conditions contained therein.
- I. Development Power of Attorney dated 16th February, 2022, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Page from 57170 to 57204, being No. 040301988 for the year 2022, executed by the Owners herein in respect of the said Premises in

favour of the Developer herein, for the purpose of construction of multi-storied building on the said Premises as per the terms and conditions contained therein.

- J. The Owners and the Developer pursuant to the Development Agreement duly commenced the construction of multi-storied buildings consisting of several residential/commercial apartments, in accordance with the building **Siliguri Municipal Corporation** vide **Sanction Building Plan No. 010914621500058** dated **14.06.2021**, duly issued by **Siliguri Municipal Corporation**, in respect of the project known as **'UNITY SIGNATURE**.
- K. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA** on _____ **under registration no.** _____.
- L. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as **'UNITY SIGNATURE'**, hereinafter referred to as the said **"UNIT"** more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written **TOGETHERWITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages

and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs.** _____ **/- (Rupees** _____ **) only.**

M. The said Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.** _____ **/- (Rupees** _____ **) only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-** _____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as '**UNITY SIGNATURE**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE**

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

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

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and

every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises

hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

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

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.

- iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) **NOT TO** throws dirt, rubbish or other refuse or permits the same

to be thrown or accumulated in the said building and/or compound or any portion of the building.

- x)** **NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi)** **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii)** **NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii)** **NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** **NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv)** **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS**

AND/OR DEVELOPER differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

- xvi) NOT TO** installs grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxi) NOT TO claim** any right whatsoever over and in respect of the

COMMON PARTS AND PORTIONS in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.
- xxvii)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

THE FIRST SCHEDULE ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of land admeasuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under

Khatian Nos. 61/3, 61/4 and 67/4, lying and situated at Mouza – Mandlaguri, J.L. No. 85 (107), Pargana – Patharghata, Police Station – Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District – Darjeeling, West Bengal and the same is butted and bounded as follows:

ON THE NORTH : 17ft. wide Road and land of Bindeswari and Sunita Narayani;
 ON THE SOUTH : 17ft. wide Road and land of Bindeswari and Suchitra Ghosh;
 ON THE EAST : 50ft. Wide Road;
 ON THE WEST : Sold land of Chiranjit Ghosh.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(THE SAID UNIT)

ALL THAT the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (**_____**) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (**_____**) **Square Feet** more or less appertaining to _____ (**_____**) **Square Feet** more or less (**Super Built Up Area**), flooring _____, situate at the Project known as '**ROHINI 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 units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

THE THIRD SCHEDULE ABOVE REFFERRED TO :
(COMMON FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exits Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Windows, Doors and other fittings of the common area of the premises.
 - e) Lift and their accessories installations and space required therefore.
 - f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Panchayat and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
(EASEMENTS)

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way

appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.

2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.

3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other units of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner, not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.

5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said unit and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said unit and the said unit and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said unit and the properties appurtenant thereto for all lawful purpose whatsoever.

6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

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

SIGNED SEALED AND DELIVERED by
the **OWNERS, DEVELOPER and**
PURCHASERS at _____ in the
presence of:

WITNESS:

1.

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

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

RECEIPT

RECEIVED from the within named Purchasers the within mentioned sum
Rs. _____/- (Rupees _____)only by way of total
 consideration money as per Memo below :-

MEMORANDUM OF CONSIDERATION

| Sl.No. | Date | Cheque No. | Bank | Amount (in Rs.) |
|---------------|-------------|-------------------|--------------|------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | _____/- |

(Rupees _____)only.

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-