

DEED OF CONVEYANCE

=====

THIS INDENTURE IS MADE ON THIS ____ DAY OF
_____ 20__ (TWO THOUSAND AND _____).

DEED OF ABSOLUTE SALE OF SHOP/SEMI COMMERCIAL/FFICE PREMISES.

One premises being Premises No. ____ measuring about _____ **Square Feet** carpet area (Super Built-up area ____ Square Feet) at _____ **FLOOR** of the multi-Storied Building named as **MORYA** with a proportionate undivided share in the land on which the said building stands.

R.S. PLOT NO. : 99/312, 99/314
L.R. PLOT NO. : 506, 508, 500
R.S. KHATIAN NO. : 33/1
L.R. KHATIAN NO. : 693, 694, 696, 697
R.S. SHEET NO. : 5
L.R. SHEET NO. : 2
J.L. NO. : 02
MOUZA : DABGRAM
P.S. : BHAKTINAGAR
SMC WARD NO. : XXXXII
PARGANA : BAIKUNTHAPUR
DISTRICT : JALPAIGURI
CONSIDERATION : RS. _____/-

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION

Suraj Buildcon Pvt. Ltd.

Sandip Dey
Director

BETWEEN

SURAJ BUILDCON PRIVATE LIMITED (PAN: AAMCS3317F) A private Limited Company incorporated under the provisions of the Companies Act vide CIN: U45400WB2007PTC115248 for the year 2007 having its office at Shanti Square 2½ Mile, Sevoke Road, P.O. Siliguri-734001, P.S. Bhaktinagar in the District of Jalpaiguri ----- hereinafter called **VENDOR/FIRST PARTY** The Vendor company is represented by one of its Directors duly authorized for this purpose _____ (**AADHAR:** _____, **PAN:** _____) Son of _____, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of _____, P.O. & P.S. _____ in the District of _____ (which expression shall mean and include unless excluded by or repugnant to the context of its Directors, office bearers, partners, executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

AND

[If the Allottee/Purchaser/Second Party 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, _____, (Aadhar 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, _____, (Aadhar 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. _____, (Aadhar 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. _____, (Aadhar 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).

WHEREAS the above named vendor **SURAJ BUILDCON PRIVATE LIMITED** acquired a piece and parcel of land measuring 86 Kathas appertaining to and forming part of R.S. Plot No. 99/312 of Mouza – Dabgram of Sheet No. 5(RS) recorded in Khatian No. 33/1(RS) P.S. Bhaktinagar in the District of Jalpaiguri as more fully described in the Schedule herein below by virtue of the following fifteen separate Deeds of Conveyances all duly registered in the Office of Additional District Sub Registrar, Rajganj all duly executed jointly by **BHARAT ROY, ANDHARI BALA ROY, SUJIT ROY:-**

- i. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 90 for the year 2012.
- ii. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 93 for the year 2012.
- iii. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 94 for the year 2012.
- iv. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 95 for the year 2012.
- v. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 96 for the year 2012.
- vi. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 97 for the year 2012.
- vii. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 99 for the year 2012.
- viii. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 100 for the year 2012.
- ix. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 102 for the year 2012.
- x. Land measuring 2 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 104 for the year 2012.
- xi. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 105 for the year 2012.
- xii. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 106 for the year 2012.
- xiii. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 107 for the year 2012.
- xiv. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 108 for the year 2012.
- xv. Land measuring 6 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 109 for the year 2012.

AND WHEREAS one **NILKAMAL VINIMAY PRIVATE LIMITED (Now known as SURAJ BUILDCON PRIVATE LIMITED)** as per the order dated 04/07/2018 passed by the National Company Law Tribunal) acquired a piece and parcel of land measuring 5 Kathas appertaining to and forming part of R.S. Plot No. 99/312 of Mouza – Dabgram of Sheet No. 5(RS) recorded in Khatian No. 33/1(RS) P.S. Bhaktinagar in the District of Jalpaiguri as more fully described in the Schedule herein below by virtue of the following two separate Deeds of Conveyances both duly registered in the Office of Additional District Sub Registrar, Rajganj both duly executed by **RATANGIRI MERCANTILE PRIVATE LIMITED:-**

- i. Land measuring 2.5 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 3830 for the year 2011.
- ii. Land measuring 2.5 Kathas appertaining to R.S. Plot No. 99/312 recorded in the Book No. I, being Document No. 3831 for the year 2011.

AND WHEREAS possessing the aforesaid land measuring more or less 89 Kathas more fully described in the Schedule –A herein below, the above named **SURAJ BUILDCON PRIVATE LIMITED** prayed for the mutation of the aforesaid landed property in its names with the office of the B.L.&L.R.O., Rajganj and after verifying all the Deeds and documents duly mutated the said land and opened up L.R. Khatian No. 694, 696, 697 in its name.

AND WHEREAS the above-named vendor hereof also applied for the mutation of the aforesaid land with the office of the Siliguri Municipal Corporation, Siliguri, and the concerned office duly mutated the Schedule land and allotted **Holding No. VL/100/C/6**.

AND WHEREAS the vendor hereof being desirous of constructing a Basement, Upper Ground Floor plus four storied building on the Schedule-A land prepared the necessary building plans and drawings and submitted the same to the Siliguri Jalpaiguri Development Authority for "**LAND USE COMPATIBILITY CERTIFICATE (LUCC)**" and the concerned department issued the LUCC vide its **Memo No. 4788/SJDA dated 21st December 2020**.

AND WHEREAS the vendor hereof also prepared the necessary building plans and drawings for Basement, Upper Ground Floor plus four storied building and submitted the same to the Siliguri Municipal Corporation, Siliguri vide **BUILDING PLAN NO. 0109146207900089 dated 22nd December 2020** and same was duly sanctioned and approved on **4th February 2021**.

AND WHEREAS one **KAMAKHYA INFREAREALTY PRIVATE LIMITED (Now known as SURAJ BUILDCON PRIVATE LIMITED)** as per the order dated 04/07/2018 passed by the National Company Law Tribunal) acquired a piece and parcel of land measuring 75 Decimal appertaining to and forming part of R.S. Plot No. 99/314 of Mouza – Dabgram of Sheet No. 5(RS) recorded in Khatian No. 33/1(RS) P.S. Bhaktinagar in the District of Jalpaiguri as more fully described in the Schedule herein below by virtue of the following two separate Deeds of Conveyances both duly registered in the Office of Additional District Sub Registrar, Rajganj both duly executed by **BHAGIRATH AGARWALA:-**

iii. Land measuring 70 Decimal appertaining to R.S. Plot No. 99/314 recorded in the Book No. I, being Document No. 3501 for the year 2012.

iv. Land measuring 5 Decimal appertaining to R.S. Plot No. 99/314 recorded in the Book No. I, being Document No. 3502 for the year 2012.

AND WHEREAS possessing the aforesaid land, the above named **KAMAKHYA INFREAREALTY PRIVATE LIMITED** prayed for the mutation of the aforesaid landed property in its names with the office of the B.L.&L.R.O., Rajganj and after verifying all the Deeds and documents duly mutated the said land and opened up L.R. Khatian No. 693 in its name.

AND WHEREAS the above named **KAMAKHYA INFREAREALTY PRIVATE LIMITED** hereof also applied for the mutation of the aforesaid land with the office of the Siliguri Municipal Corporation, Siliguri, and the concerned office duly mutated the Schedule land and allotted **Holding No. VL/100/D/110**.

AND WHEREAS the above named **KAMAKHYA INFREAREALTY PRIVATE LIMITED** hereof being desirous of constructing a Basement, Upper Ground Floor plus four storied building on the Schedule-A land prepared the necessary building plans and drawings and submitted the same to the Siliguri

Jalpaiguri Development Authority for "LAND USE COMPATIBILITY CERTIFICATE (LUCC)" and the concerned department issued the LUCC vide its Memo No. 6447/SJDA dated 9th July 2021.

AND WHEREAS the above named **KAMAKHYA INFRAREALTY PRIVATE LIMITED** and **SURAJ BUILDCON PRIVATE LIMITED** for better utility of their properties prayed for the joint building plan with the Siliguri Municipal Corporation, Siliguri and after verification of all the documents, the Siliguri Municipal Corporation passed and sanctioned the joint building plan for Lower Ground, Upper Ground Floor plus four storied building vide **BUILDING PLAN NO. 0109146217900069 dated 14th June 2021** and same was duly sanctioned and approved on **10th September 2021** and the said plan was revised for Lower Ground, Upper Ground Floor plus five storied building vide **BUILDING PLAN NO. 18 dated 17th July 2023** and same was duly sanctioned and approved on **24th January 2024**.

AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have own unit/premises in the said multistoried Building along with the undivided proportioned share and interest in the **Schedule - 'A' land**, the proportioned share or interest in the **Schedule - 'A' land** to be determined according to the constructed areas comprising the unit or premises proportioned to the total constructed area on the said land.

AND WHEREAS the Vendor is in the process of construction of the said multistoried building divided it into several independent units/premises/parking spaces along with common facilities.

AND WHEREAS the Vendor has now firmly and finally decided to sell and have offered to sale to the Purchaser(s) an shop Premises more fully described in the Schedule - "B" herein below for a total fixed valuable and monetary consideration of Rs. _____/-(Rupees _____) only. For the sake of brevity and clarity the office premises sold and transferred by these presents and more fully described in the Schedule- B herein below and is hereinafter referred as **SCHEDULE-B PROPERTY**.

AND WHEREAS the Purchaser(s) being in need of a **SCHEDULE-B PROPERTY** in ownership in the locality where the aforesaid multistoried building under construction is situated and after inspecting the documents of title of vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc as well as the construction of the said multistoried building till date and considering the price so offered by the vendor as fair, reasonable and highest have agreed to purchase from the vendor, the said **SCHEDULE-B PROPERTY** together with undivided common share or interest in the common spaces like stairs, statutory open space, toilets, well, overhead tanks and other fittings and fixtures and other common parts services, services of the building more fully described in the **SCHEDULE-D** free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the **SCHEDULE-B PROPERTY** for a valuable consideration of Rs. _____/-(Rupees _____) only.

AND WHEREAS the Vendor agreed to execute the Deed of Conveyance in respect of the **SCHEDULE-B PROPERTY** in favor of the Purchaser(s) of these presents for effectually conveying the right, title and interest in the **SCHEDULE-B PROPERTY** for a valuable and monetary consideration of Rs. _____/-(Rupees _____) only and the conditions agreed in the between the parties hereof is as under.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. **THAT** in consideration of a sum of Rs. _____/-(Rupees _____) only paid by the Purchaser(s) to the Vendor, the receipt of which is acknowledge by the Vendor by execution of these presents and grants full discharge to the Purchaser(s) from the payment thereof and the Vendor do hereby convey and transfer absolutely the **SCHEDULE-B PROPERTY** to the Purchaser(s) who shall now **TO HAVE AND TO HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.

2. **THAT** the Purchaser(s) have examined and inspected the documents of title of the vendor, site plan, building plan, foundation plan, structural details of beams and slabs, typical floor plan, front elevation, rear elevation/ sectional elevation details of staircases as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and have satisfied themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser(s) and shall have no claim whatsoever upon the VENDOR as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. **THAT** the Purchaser(s) shall have all rights, title and interest in the **SCHEDULE-B PROPERTY** sold and conveyed to them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under it and all rights, title and interest which vested in the vendor with respect to the **SCHEDULE-B PROPERTY** shall henceforth vest in the Purchaser(s) to whom the said property have been conveyed absolutely.

4. **THAT** the Purchaser(s) hereby covenants with the vendor not to dismantle the **SCHEDULE-B PROPERTY** hereby sold and conveyed in favor of the Purchaser(s) and the same shall be hold by the Purchaser(s) as one and only one independent unit exclusively for the purposes as stated in these presents in the Schedule herein below.

5. **THAT** the Vendor declare that the interest which it professes to transfer hereof subsists as on the date of these presents and that the Vendor has not previously transferred, mortgaged, contracted for sale or otherwise the said below **SCHEDULE-B PROPERTY** or any part thereof to or in favor of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary the Vendor shall be liable to make good the loss or injury which the Purchaser(s) may suffer or sustain in resulting there from.

6. **THAT** the Vendor further covenant with the Purchaser(s) that if for any defect of title or for act done or suffered to be done by the Vendor, the Purchaser(s) is/are deprived of ownership or of possession of the said property described in the **SCHEDULE-B PROPERTY** below or any part thereof in future, then the Vendor shall forthwith return to the Purchaser(s) the full or proportionate part of the consideration money as the case may be from the date of deprivation of ownership or of possession.

7. **THAT** the Vendor does hereby covenant with the Purchaser(s) that the tenancy rights under which **Schedule -"A"** property is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and

the Vendor has full right and authority to transfer the **SCHEDULE-B PROPERTY** to the Purchaser(s) in the manner as aforesaid and the Purchaser(s) shall hereinafter peacefully and quietly possess and enjoy the **SCHEDULE-B PROPERTY** without any obstruction or hindrance whatsoever.

8. **THAT** the Purchaser(s) shall not do any act, deed or thing whereby the development/construction of the said building in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring assigning or disposing of unsold portion of right, title and interest therein or appurtenant thereto.

9. **THAT** the Purchaser(s) will obtain his own independent electric connection from the WBSEDCL, for his electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser(s), the Vendor shall have no responsibility or any liability in this respect.

10. **THAT** the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser(s) to the property hereby conveyed at the cost of the Purchaser(s).

11. **THAT** the Purchaser(s) shall have the right to get his name(s) mutated with respect to the said **SCHEDULE-B PROPERTY** at the office of B.L&L.R.O, Rajganj and Siliguri Municipal Corporation, Siliguri and get it numbered as a separate holding and shall pay municipal taxes, Khazana as may be levied upon him from time to time though the same has not yet been assessed.

12. **THAT** the Purchaser(s) shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the **SCHEDULE-B PROPERTY** or let out, lease out the **SCHEDULE-B PROPERTY** to whomsoever.

13. **THAT** the Purchaser(s) shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

14. **THAT** the Purchaser(s) shall have proportionate right, title and interest in the land along with other occupants/owner of the building. It is hereby declared that the interest in the land is impartible.

15. **THAT** the Vendor will pay up to date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **SCHEDULE-B PROPERTY**. GST, Stamp Duty, Registration Fees on this sale transaction shall be borne and paid by the Purchaser(s).

16. **THAT** the ultimate roof of the said multistoried building shall exclusively belong to the Vendor of these presents, and they shall be at liberty to sell, dispose or do anything which they deem fit and proper. The Purchaser(s) shall not be entitled to claim it as common space in any manner whatsoever.

17. **THAT** the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the **SCHEDULE-B PROPERTY** except for unsold portion of the building which shall be borne by the Vendor proportionately with all the Purchaser(s) unless separately levied upon and charged for.

18. **THAT** the upkeep and maintenance of the COMMON PORTION & AREAS as well as COMMON PROVISION & UTILITIES shall be looked after by the Vendor till 31st March 2025 and till such the maintenance charges shall be collected by the Vendor hereof and thereafter the Vendor may handover

the maintenance of the building to the owners' association or any maintenance agency as per vendors' choice. That the vendor shall also provide power back services on chargeable basis as and when required (as such there is no space available to install generator individually).

19. **THAT** the Purchaser(s) shall be entitled to use and pay such proportionate charges for common facilities such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar etc. as will be determined by Vendor from time to time. The payment of the maintenance charge by the Purchaser(s) is irrespective of her/his/its/their use and requirement.

20. **THAT** in case the Purchaser(s) makes default in payment of the proportionate share towards the COMMON EXPENSES (described in the **Schedule- "C"** given hereunder) within the time allowed by Vendor, the Purchaser(s) shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendor for any loss or damage suffered by Vendor in consequence thereof.

21. **THAT** the Purchaser(s) shall not encroach upon any portion of land or buildings carved out by Vendor for the purpose of the road, landings stairs or other purposes and in the event of encroachment, Vendor or the agency appointed by Vendor for maintenance of building shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser(s) shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

22. **THAT** the Purchaser(s) further covenants with Vendor not to injure harm or cause damage to any part of the building including common portions and areas as well the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or otherwise in any manner whatsoever and in the event of contrary the Purchaser(s) shall be fully responsible for it, Vendor shall not be held responsible in any manner whatsoever.

23. **THAT** it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the premises of the building save the battery operated inverter and in the event of power requirement by the Purchaser(s), the same shall be arranged by the Vendor or by the agency appointed by them and the Purchaser(s) shall make the payment for such charges as will be determined by the power provider.

24. **THAT** the Schedule-B property shall not be used as meat shop or liquor outlet, illegal and immoral activities by the purchaser hereof.

25. **THAT** the Purchaser(s) shall not be entitled to park any vehicle in the others parking area and passage within the complex other than the common parking space marked by the vendor.

26. **THAT** Vendor shall use the remaining parking area in any manner whatsoever (i.e. closed parking with shutter gate, etc) to which the Purchaser(s) shall have no objection.

27. **THAT** the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the Purchaser(s) and the vendor or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act

1996 and in case their decision is not acceptable the parties hereto shall have the right to move to Court of Law at Jalpaiguri.

SCHEDULE 'A'

(DESCRIPTION OF THE LAND WHERE THE LOWER GROUND PLUS UPPER GROUND PLUS FIVE STORIED BUILDING NAMED AS 'MORYA')

ALL that a piece and parcel of vacant land measuring **221.84**(Two Two One Point Eight Four) **DECIMAL** appertaining to **R.S. Plot No. 99/312** (Nine Nine by Three One Two), **99/314** (Nine Nine by Three One Four) corresponding to **L.R. Plot No. 506**(Five Zero Six), **508**(Five Zero Eight), **500**(Five Zero Zero) of Mouza – **DABGRAM** of Sheet No. **5(RS), 2(LR)** recorded in **R.S. Khatian No. 33/1**(Three Three by One) corresponding to **L.R. Khatian No. 693**(Six Nine Three), **694**(Six Nine Four), **696**(Six Nine Six), **697**(Six Nine Seven), P.S. **BHAKTINAGAR** in the District of **JALPAIGURI** in the State of **WEST BENGAL**.

ZONE: ORBIT MALL to SALUGARA.

The aforesaid land is butted and bounded as follows:-

NORTH	:	LAND OF SEVOKE ESTATES PRIVATE LIMITED
SOUTH	:	LAND IN POSSESSION OF DEEPAK RESORT.
EAST	:	60 FEET WIDE SEVOKE ROAD
WEST	:	LAND OF PLOT NO. 319, 320.

SCHEDULE-B PROPERTY

DESCRIPTION OF THE SHOP / SEMI COMMERCIAL/OFFICE PREMISES

One premises being No. ____ measuring approximately _____ **Square Feet** carpet area (Super built up area _____ **Square Feet**) at _____ **FLOOR** of the Block-A of the multi storied building named as **MORYA** together with proportionate undivided share in the aforesaid **Schedule - "A"** land.

Flooring of Premises – Tiles

SCHEDULE-C

COMMON EXPENSES

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.

4. Cost of insurance premium for insuring the building and / or the common portions.
5. All charges and deposits for supplies of common utilities to the co owners in common.
6. Municipal tax, water tax and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the purchaser.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

SCHEDULE - D

COMMON PROVISIONS AND UTILITIES

1. Staircase and staircase landing on all floors.
2. Common entry in the ground floor.
3. Water pump, water tank, water pipes and common plumbing installations.
4. Drainage and sewerage, Boundary wall and main gate.
5. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

MEMO OF CONSIDERATION

Rs. _____/-

RECEIVED of and from the within-named
PURCHASER Rs. _____/-(Rupees
_____) only, by within-named
VENDOR the within-mentioned sum of
Rs. _____/-(Rupees
_____) only, paid by the
PURCHASER to the VENDOR in respect of the
property conveyed herein. The consideration money
is inclusive of TDS.

<u>Date</u>	Paid by Bank	Instrument No.	Amount(Rs.)
-------------	--------------	----------------	-------------

IN WITNESS WHEREOF the authorized signatory of the Vendor in good health and conscious mind has put his signatures on these presents on day, month and the year first above written.

WITNESSESS: -

1.

Suraj Buildcon Pvt. Ltd.

Sandip Dhamal
Director

FIRST PARTY/VENDOR

2.

Drafted by me and printed at my office,

JUGAL SANGHAI
ADVOCATE/SILIGURI
Reg. No.WB/306 OF 2011