

DEED OF CONVEYANCE

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

-BETWEEN-

M/S. M.N. BUILDERS [PAN No. AAZFM7191H], a partnership having its office at Saratnagar, Shibmandir, Post Office – New Rangia, Police Station – Matigara, Pincode – 734013, District – Darjeeling, West Bengal represented by its partners namely (1) **MD. MOKIM ANSARI (PAN No.AFUPA0057N) (AADHAR No. 6203 1715 7140)**, son of Late LateNasiruddin Ansari, by religion- Muslim, by occupation- Business, by Nationality- Indian, residing at Saratnagar, Shibmandir, Post Office – New Rangia, Police Station – Matigara, Pincode – 734013, District –

Darjeeling, West Bengal and **(2) NASRIN BEGAM ANSARI, (PAN No.BBDPA4289C) (AADHAR No. 6773 5701 2870)**, wife of Md. Mokim Ansari, by religion- Muslim, by occupation- Business, by Nationality - Indian, residing at Saratnagar, Shibmandir, Post Office – New Rangia, Police Station – Matigara, Pincode – 734013, District– Darjeeling, West Bengal hereinafter referred to as the **“OWNER/DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE 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 **SECONDPART.**

WHEREAS:-

PART - A

1. By virtue of a Bengali Deed of Sale dated 19th September, 1966, registered in the office of Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 44, Pages from 244 to 246, being No. 4280 for the year 1966, Sri. Meghnath Singh sold and transferred an area of land measuring 6 cottah comprised in Dag No. 508 under Khatian No. 57/1, lying and situates at Mouza - Boromohan Singh, District - Siliguri, West Bengal to Smt. Fulmaya Rai and Bharat Singh Rai and each became the owner of undivided one-half share therein i.e. an area of land measuring 3 cottahs.
2. By virtue of a Bengali Deed of Sale dated 17th January, 1967, registered in the office of Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 2, Pages from 296 to 298, being No. 178 for the year 1967, Meghnath Singh sold and transferred an area of land

measuring 4 cottah comprised in Dag No. 508 under Khatian No. 57/1, lying and situated at Mouza – Boromohan Singh, District – Siliguri, West Bengal to Smt. Fulmaya Rai.

3. Hence, Smt. Fulmaya Rai became the sole, absolute and lawful owner of the land measuring 4 cottah comprised in Dag No. 508 under Khatian No. 57/1, lying and situated at Mouza – Boromohan Singh, J.L. No. 71, Touzi No. 91, District – Siliguri, West Bengal.
4. Smt. Fulmaya Rai and Bharat Singh Rai became the joint, absolute and lawful owner of the undivided area of land measuring 6 cottah comprised in Dag No. 508 under Khatian No. 57/1, lying and situated at Mouza – Boromohan Singh, J.L. No. 71, Touzi No. 91, District – Siliguri, West Bengal.
5. Smt. Fulmaya Rai and Late Laldhan Rai had five sons namely Bharat Singh Rai, Chitang Rai, Manang Rai, Dhanang Rai and Man Bahadur Rai. Thereafter, Man Bahadur Rai died intestate leaving behind his mother namely, Smt. Fulmaya Rai, his wife namely Smt. Kamala Maya Rai, two sons namely Rajib Rai and Rajesh Rai and one daughter namely Smt. Tara Chettri as his legal heirs and successors.
6. Subsequently, Smt. Fulmaya Rai died intestate leaving behind her four sons namely Bharat Singh Rai, Chitang Rai, Manang Rai and Dhanang Rai and legal heirs of her pre-deceased son i.e. Late Man Bahadur Rai, namely Smt. Kamala Maya Rai, Rajib Rai, Rajesh Rai and Smt. Tara Chettri as her legal heirs and successors.
7. Thereafter, Dhanang Rai died intestate leaving behind her brothers namely Bharat Singh Rai, Chitang Rai, Manang Rai and Dhanang Rai and legal heirs of her pre-deceased brother i.e. Late Man Bahadur Rai,

namely Smt. Kamala Maya Rai, Rajib Rai, Rajesh Rai and Smt. Tara Chettri as his legal heirs and successors.

8. Bharat Singh Rai, Chitang Rai, Manang Rai and legal heirs of her pre-deceased son i.e. Late Man Bahadur Rai, namely Smt. Kamala Maya Rai, Rajib Rai, Rajesh Rai and Smt. Tara Chettri are the joint, absolute and lawful owner of the undivided area of land measuring 7 cottah comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116, under R.S. Khatian No. 57/1 corresponding L.R. Khatian Nos. 11987, 11988 and 11989, lying and situates at Mouza – Boromohan Singh, J.L. No. 71, Touzi No. 91, Police Station – Matigara, District – Siliguri, West Bengal and each legal heirs of Late Fulmaya Rai are entitled to undivided one-fourth share therein.
9. Bharat Singh Rai, Chitang Rai and Manang Rai became the joint and absolute owners of the area of undivided three-fourth share of land measuring 5.25 cottahs equivalent to 0.09 acre comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116, under R.S. Khatian No. 57/1 corresponding L.R. Khatian Nos. 11987, 11988 and 11989, lying and situates at Mouza – Boromohan Singh, J.L. No. 71, Touzi No. 91, Police Station – Matigara, District – Darjeeling, West Bengal.
10. Thereafter, by virtue of Deed of Sale dated 28th March, 2018, registered in the office of Additional District Sub-Registrar – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Page from 41286 to 41312, being No. 040302033 for the year 2018, Bharat Singh Rai, Chitang Rai and Manang Rai sold and transferred the area of undivided three-fourth share of Bastu land measuring 5.25 cottahs equivalent to 0.09 acre comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116, under R.S. Khatian No. 57/1 corresponding L.R. Khatian Nos. 11987, 11988 and 11989, lying and situates at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra,

Police Station – Matigara, District – Darjeeling, West Bengal to M/s. M.N. Builders.

11. By virtue of Deed of Sale dated 24th April, 2018, registered in the office of Additional District Sub-Registrar – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Page from 54664 to 54694, being No. 040302722 for the year 2018, Smt. Kamala Maya Rai, Rajib Rai, Rajesh Rai and Smt. Tara Chettri sold and transferred the area of undivided one-fourth share of Bastu land measuring 1.75 cottahs equivalent to 0.03 acre comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116, under R.S. Khatian No. 57/1 corresponding L.R. Khatian Nos. 11990, 11991, 11992 and 11993, lying and situates at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra, Police Station – Matigara, District – Darjeeling, West Bengal to M/s. M.N. Builders.
12. By virtue of a Deed of Sale dated 28th March, 2018, registered in the office of Additional District Sub-Registrar, Siliguri – II, Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Page from 41267 and 41285, being No. 040302034 for the year 2018, Bharat Singh Rai sold and transferred the area of undivided one-half share of Bastu land measuring 3 cottahs equivalent to 0.05 acre comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116, under R.S. Khatian No. 57/1 corresponding L.R. Khatian No. 481, lying and situates at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra, Police Station – Matigara, District – Darjeeling, West Bengal to M/s. M.N. Builders.

PART – B

13. Bharat Singh Rai alias Bharat Singh was the absolute and lawful owner of the land measuring 1 decimal comprised in L.R. Dag No. 1116 under R.S. Khatian No. 481, lying and situates at Mouza– Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra, Police Station – Matigara, District – Darjeeling, West Bengal.
14. By a Deed of Sale registered in the office of Sub-Registrar, Siliguri – II, Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Pages from 41407 to 41424, being No. 2035 for the year 2018, Bharat Singh Rai alias Bharat Singh sold and transferred the land measuring 1 decimal comprised in L.R. Dag No. 1116 under R.S. Khatian No. 481, lying and situates at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra, Police Station – Matigara, District – Darjeeling, West Bengal to Md. Mokam Ansari and thereafter, Md. Mokam Ansari recorded his name in the record of rights in the office of B.L.& L.R.O. in Matigara and obtained L.R. Khatian No. 12181 in respect of his abovementioned property.
15. By a Deed of Sale dated 27th January, 2022, registered in the office of Additional District Sub-Registrar, Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Pages from 30747 to 30766, being No. 040300942 for the year 2022, Md. Mokam Ansari sold and transferred the land measuring 1 decimal comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116 under L.R. Khatian No. 12181, lying and situates at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra, Police Station – Matigara, District – Darjeeling, West Bengal to M/s. M.N. Builders.

PART – C

16. By a Bengali Deed of Sale dated 31st July, 1984, registered in the office of Sub-Registrar, Silguri and recorded in Book No. I, Volume No. 93, Page from 295 to 301, being No. 4580 for the year 1984, Pati Ram Sharma sold and transferred an area of land measuring 2 decimals comprised in Dag No. 508 under Khatian No. 57/1, lying and situated at Mouza – Boromohan Singh, District – Siliguri, West Bengal to Sri. Krishna Dey.
17. By a Bengali Deed of Sale dated 31st July, 1984, registered in the office of Sub-Registrar, Silguri and recorded in Book No. I, Volume No. 94, Page from 1 to 7, being No. 4581 for the year 1984, Pati Ram Sharma sold and transferred an area of land measuring 1.50 decimals comprised in Dag No. 508 under Khatian No. 57/1, lying and situated at Mouza – Boromohan Singh, District – Siliguri, West Bengal to Sri. BimalDey.
18. Thereafter, by a Deed of Sale dated 29th September, 2021, registered in the office of Additional District Sub-Registrar, Siliguri – II, Bagdogra and recorded in Book No. I, Volume No. 0403-2021, Page from 245902 and 245931, being No. 040309757 for the year 2021, Bimal Rai and Krishna Rai sold and transferred the area of Bastu land measuring 3.5 decimals comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1115, under R.S. Khatian No. 57/1 corresponding L.R. Khatian No. 951 and 952, lying and situated at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri at Bagdogra, Police Station – Matigara, District – Darjeeling, West Bengal to M/s. M.N. Builders.
19. Hence, Hence, M/s. M.N. Builders, the Owner herein, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT**

piece and parcel of Bastu land measuring (i) **10 cottahs 9 chittack 31 sq. ft.** comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116, under R.S. Khatian No. 57/1 corresponding L.R. Khatian Nos. 12188, 12195, 12196, 12215, 12216, 13747, 12181, and 12228 and (ii) **2 cottahs 1 chittack 40 sq. ft. equivalent to 3.5 decimals** comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1115, under R.S. Khatian No. 57/1 corresponding L.R. Khatian Nos. 13475, **the total area of land being 12 cottah 11 chittack 26 sq. ft.** lying and situates at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra, Police Station – Matigara, District – Darjeeling, 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 joint owners and possessors 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.

20. The Owner/Developer duly commenced the construction of multi-storied buildings comprising of Flats/ Units and Apartments in accordance with the sanctioned Plan No. **1407/MPS, dated 05/12/2022**, approved by the **Matigara Panchayat Samity** consisting of several self-contained finished flats/apartments and car parking spaces, subsequently, in respect of the project known as “**M N EILTE**”.
21. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ **on** _____ **under registration no.** _____.

22. While in the course of construction the Developer 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 “**M N ELITE**”, 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**.

23. The said Flat along with the CoveredCar 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 Owner/Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owner 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 "**M N ELITE**",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 the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas and common facilities in the building for the use occupation and enjoyment of the said flat 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 **FOURTHSCHEDULE** hereunder written 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 are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNER/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 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 Purchasers undivided proportionate interest in land is impartible in perpetuity.
5. The Owner/ 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 Owner/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 OWNER/DEVELOPER AS FOLLOWS:-

1. The Purchasers admits and accepts that the **OWNER/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 _____ to comprise of several Blocks and that all facilities and amenities in all Blocks along with other phases _____ 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 **M N ELITE**, for which Purchasers agrees and covenants:
- i) To Co-Operate with The Other Co-Purchaser/s and the **OWNER/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 **OWNER/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 **OWNER/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 mentioned in the **FOURTH SCHEDULE** hereunder written 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 **OWNER/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 **OWNER/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** 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 **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 **OWNER/DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER/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 **OWNER/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 **OWNER/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 **OWNER/DEVELOPER**.

xxvii) TO ABIDE by such building rules and regulations as may be made applicable by the **OWNER/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.
- xxxii)** **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**.
- xxxiii)** 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 kutchra or pucca construction grided 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 FIRST SCHEDULE ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of Bastu land measuring (i) **10 cottahs 9 chittack 31 sq. ft.** comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1116, under R.S. Khatian No. 57/1 corresponding L.R. Khatian Nos. 12188, 12195, 12196, 12215, 12216, 13747, 12181 and 12228 and (ii) **2 cottahs 1 chittack 40 sq. ft. equivalent to 3.5 decimals** comprised in R.S. Dag No. 508 corresponding to L.R. Dag No. 1115, under R.S. Khatian No. 57/1 corresponding L.R. Khatian No. 13475, **the total area of land being 12 cottah 11 chittack 26 sq. ft.,** lying and situates at Mouza – Boromohan Singh, J.L. No. 71, within the local limits of Sub-Division, Siliguri and Additional Sub-Registrar Office, Siliguri – II at Bagdogra, Atharakhai Gram Panchayat, Police Station – Matigara, District – Darjeeling, West Bengal, which is butted and bounded as follows:

North: Amit Tawar's Property,

South: Road,

East: Utpal Kaur & Ors. Property,

West: Gautam Chatterjee's Property.

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 “_____”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 as delineated
 and demarcated in the appended Map or Plan and highlighted in RED
 colours.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(COMMON AREAS & COMMON FACILITIES)

1. Staircase of all the floors of the said multi storied building.
2. Common landings with Lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Other areas and installations and /or equipment if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CCTV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

11. Such other common parts areas equipment installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and /or use of the unit in common by the co-owner with the Developer and/or its respective nominees appertaining to proportionate cost in terms of Sq. Ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each other in future by the Developer for the free ingress and agrees of the prospective buyers / residents of proposed buildings in this premises and or in the said amalgamated premises.

THE FOURTH SCHEDULE ABOVE REFFERRED TO:

(COMMON EXPENSES)

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same. Costs and charges of establishment for maintenance of the said building.
3. Costs and charges of establishment for maintenance of the said building.
4. Costs and insurance premium for insuring the building and /or the common portion.
5. All charges and deposits for supply of common utilities to all the co-owners in common.

6. Panchayat tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost 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 installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

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 flat 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 flats 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 flats 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 vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats 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 flat 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 flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat 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 **OWNER/DEVELOPER,**
PURCHASERS at _____ in the
presence of:

WITNESS:

1.

SIGNATURE OF THE OWNER/DEVELOPER

2.

SIGNATURE OF THE PURCHASER

Deed prepared and Drafted by:-

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	Rs. _____-/-

(Rupees _____ **)only.**

WITNESS:

1.

SIGNATURE OF THE OWNER/DEVELOPER

2.