

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS EXECUTED ON THIS THE _____ DAY
OF _____, TWO THOUSAND AND TWENTY-SIX(2026).

- BY AND BETWEEN-

"BERLIA DEVELOPERS" (PAN: AAKFB5805E) a partnership firm represented by one its partners, **SRI. MANISH AGARWAL** S/O Sri Pawan Kumar Agarwala, is Hindu by Religion, Indian by Nationality, Business by occupation, having its office at Sri Ram Colony, Sevoke Road, Siliguri, P.O.- Siliguri, P.S.- Siliguri, District-Darjeeling; in the state of West Bengal, to execute the present indenture (Which expression shall mean unless excluded by or repugnant to the context of its partners, successors, representatives, administration, and assigns) of the **OWNER / FIRST 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 No.), 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 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:

1. WHEREAS **(1) SMT. SAGARIKA ROY**, W/o Sri Arupananda Roy, **(2) SMT. SAMAPIKA GHOSH**, W/o Dr Aniruddha Ghosh and **(3) SMT. SANCHALIKA SARKAR**, W/o Sri Niranjan Sarkar jointly owners of a piece or parcel of vacant land measuring 10 KATHAS or 0.165 ACRES recorded in R.S. plot no 75(P), 78/611, R.S. Khatian No. 395 situated within R.S. Sheet No.14 of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri, have sold their land to M/S BERLIA DEVELOPERS, having its office at Sri Ram Colony, Sevoke Road, Siliguri, P.O.- Siliguri, P.S.- Siliguri, District- Darjeeling; vide 3 (Three) registered deed of sale being no. **I-44, I-45, I-48 dated 10/01/2025**, registered before sub-Registrar, Jalpaiguri and thereby acquired permanent, heritable and transferable right, title and interest herein free from all encumbrances.
2. WHEREAS **(1) SMT. SAGARIKA ROY**, W/o Sri Arupananda Roy, **(2) SMT. SAMAPIKA GHOSH**, W/o Dr Aniruddha Ghosh and **(3) SMT. SANCHALIKA SARKAR**, W/o Sri Niranjan Sarkar jointly became owners of a piece or parcel of vacant land measuring 10 KATHAS or 0.165 ACRES :- wherein land measuring 6 Kathas 14 Chhataks comprised in part of R.S. Plot No. 75 land measuring 3 Kathas 2 Chhataks comprised in part of R.S. Plot No. 78/611 IN TOTAL 2 PLOTS LAND MEASURING 10 KATHAS or 0.165 ACRES recorded in R.S. Khatian No. 395 situated within R.S. Sheet No.14 of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri as morefully described in the Schedule-A below which they acquired from SRI BISWAJIT NANDI, S/o Late Charu Gopal Nandi vide a registered Deed of Transfer (Rectification) Being No. I-

4392, Dated. 30/10/2024 registered before the office of District Sub-Registrar Jalpaiguri, Dist. Jalpaiguri, entered in the said Office record being Book No. I, Volume No.0702-2024 from pages 79201 to 79215 for the year 2024.

3. **WHEREAS** previous to the execution of the aforesaid deed in favor of the aforesaid 3 owners, the aforesaid land was initially sold by one Jiban Kumar Sarkar to one Smt. Sukhada Bala Ghosh vide Sale Deed being No. I- 5846 dated. 08/07/1966, registered before the Office of District Sub-Registrar, Jalpaiguri however at the time of drafting of the said deed, aforesaid 10 Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek Khatian No. 648, R.S. Khatian No. 395, but it was not specifically shown that out of which plot, said 10 Kathas land was actually sold in fact, the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395 situated within R.S. Sheet No.14, Mouza- DABGRAM, Dist. Jalpaiguri.
4. **Thereafter** same mistake was continued in the drafting of further transfers vide Sale Deeds being No. I-308 & I- 369, both dated. 17/01/1973, registered before the Office of District Sub-Registrar, Jalpaiguri, wherein Smt. Sukhada Bala Ghosh sold the entire 10 Kathas of land to one Smt. Latika Bose W/o Guru Prasad Bose.
5. **Thereafter** Smt. Latika Bose W/o Late Guru Prasad Bose died intestate leaving behind her, 2 daughters Smt. Putul Mitra, W/o Nimai Chandra Mitra and Smt. Kalpana Mitra W/o Late Monoranjan Mitra, each acquired 50% share in the land of their deceased mother Smt. Latika Bose, each inherited 5 Kathas of land.
6. **Thereafter** Smt. Putul Mitra, for value consideration, sold her 5 Kathas of land dated. to her sister Smt. Kalpana Mitra vide Sale deed being No. I- 2242, 14/05/1993, registered before the Office of 2nd Sadar Joint Sub-Registrar of Jalpaiguri at Rajganj, however same mistake was continued in the drafting of this Sale Deed also, wherein aforesaid 5 Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek Khatian No. 648, R.S. Khatian No. 395, but it was not specifically shown that out of which plot, said 5 Kathas land was actually sold but Infact the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395, R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri.
7. **Thereafter** Smt. Kalpana Mitra died intestate leaving behind her, 3 daughters namely (1) SMT. SAGARIKA ROY, (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR, as her only legal heirs who have acquired 10 Kathas of land, as per physical possession in R.S. Plot No. 75 & 78/611 of R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri but infact in in the schedule 10 the purchase deeds of their mother Smt. Kalpana Mitra Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek 171. No 205 but it was not specifically shown that out of which plot, said 5 Kathas land was actually sold but Infact the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395, R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri.

8. **WHEREAS** the aforesaid 3 owners (1) SMT. SAGARIKA ROY (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR, in order to avoid any future litigation enquired the matter and found that one DEBIDAS NANDI, S/o Late Binod Bihari Nandi was the recorded owner of R.S. Khatian No. 395, total land measuring 0.23 Acres comprised of R.S. Plot No. 75 & 78/611 of R.S. Sheet No. 14 of Mouza- Dabgram, Dist. Jalpaiguri, which was inherited by his only son Charu Gopal Nandi, who was at present succeeded by his only son BISWAJIT NANDI, S/o Late Charu Gopal Nandi, having actual title over R.S. Plot No. 75 & 78/611 as per the Law of Succession as legal inheritance from his grandfather Late DEBIDAS NANDI.
9. **WHEREAS** upon the request and also considering the fact that actually 10 Kathas of land was sold and physical possession of the same was transferred out of R.S. Plot No. 75 & 78/611 of R.S. Sheet No.14 of R.S. Khatian No. 395 to the predecessor of interest since the first transfer of the said plots (as detailed above), said BISWAJIT NANDI, S/o Late Charu Gopal Nandi finally agreed and executed a duly registered Deed of Transfer (Rectification) Being No. I- 4392, Dated. 30/10/2024 registered before the office of District Sub-Registrar Jalpaiguri in favour of the
10. aforesaid 3 owners (1) SMT. SAGARIKA ROY (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR and accordingly made the said 3 owners the absolute owners of the aforesaid 10 Kathas or 0.165 Acres of land having all permanent, heritable right, title and interest therein free from all encumbrances as morefully described in the Schedule-"A" below, each having 1/3rd (33%) undivided share therein.
11. AND accordingly, in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SAGARIKA ROY in L.R Plot No. 163 recorded in L.R Khatian No. 690, situated within L.R. Sheet No. 152** of Mouza- DABGRAM, J.L. No-02, Pargana-Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at Sub-Registrar
12. AND accordingly, in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SAMAPIKA GHOSH in L.R Plot No. 163 recorded in L.R Khatian No. 691, situated within L.R. Sheet No. 152** of Mouza- DABGRAM, J.L. No- 02, Pargana-Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri.
13. AND accordingly, in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SANCHALIKA SARKAR in L.R Plot No. 163 recorded in L.R Khatian No. 692, situated within L.R. Sheet No. 152** of Mouza- DABGRAM, J.L. No-02 Pargana-Baikunthapur, within Siliguri Municipal Corporation P.S. -New Jalpaiguri, Dist. Ward No. 33 at South Deshbandhu Para Jalpaiguri.
14. **WHEREAS** the owners have purchased all the above-mentioned land became

absolute owner of land total measuring **10 KATHAS or 0.165 acres.**

15. **WHEREAS**, thereafter, the abovesaid developer's namely "M/S. BERLIA DEVELOPERS", a Partnership Firm, represented by one of its partner's namely **Sri Manish Agarwal, Son of Sri Pawan Kumar Agarwala**, shall construct a Ground (Parking) + 3 Storied Residential Building, upon the aforesaid plot of Land Measuring 10 Katha, as per Sanction Building Plan No. **SWS-OBPAS/0104/2025/1502**, duly approved by Siliguri Municipal Corporation, hereinafter referred to as "**the said Premises**" and more fully and particularly mentioned and described in the **Schedule "A"** 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 owner 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. The Owner's state that the said Premises has a good and marketable title and the Owner's are exercising all rights of ownership thereupon free from all encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever. The project known as "**BERLIA RESIDENCY**".

1. The Developer's has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **Siliguri** on _____ **under Registration No.** _____.

2. While in the course of construction the Developer's 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 _____, 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 "**BERLIA RESIDENCY**", hereinafter referred to as the said

“FLAT AND/OR UNIT” more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written

TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs._____/- (Rupees _____)only.**

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

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs._____/- (Rupees _____) only** paid by the Purchasers herein to the 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 Owner and Owner's and/or Developer's 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 _____, 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 as **“BERLIA 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 (more fully 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 Owner and/or Developer's 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 Owner and/or Developer's 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 OWNER AND/OR DEVELOPER'S COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time & 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 Owner's and/or Developer's 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 Owner's and/or Developer's 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 Owner's and/or Developer's 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 Owner's and/or Developer's or any other Co-owner's 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 Owner's and/or Developer's doth hereby further covenant with the Purchasers that the Purchasers may from time to time & 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 & demand whatsoever from or by the Owner's and/or Developer's 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 Owner's and/or Developer's and all person's 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 Owner's and/or Developer's 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 Purchaser's in the manner aforesaid as by the Purchaser's, their heirs, executors or administrators and assigns shall be reasonably required.

6. The Owner's hereby further covenant with the developer for any further horizontal or vertical construction in the project subject to due permission for the consent authority.

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

1. The Purchasers admits and accepts that the **OWNER'S AND/OR DEVELOPER'S**

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 Purchaser's consents to be a member of the Association of Unit Owner's to be formed by the Owner 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 **OWNER'S AND/OR DEVELOPER'S** /and /or the Association of Unit Owner in The Management and Maintenance of The Block/Complex/Project.
- ii) **TO OBSERVE** the rules framed from time to time by the **OWNER'S AND/OR DEVELOPER'S** and /or the Association of Unit Owner for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNER'S AND/OR DEVELOPER'S** and/or the Association of Unit Owner 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 **OWNER'S AND/OR DEVELOPER'S** and upon the formation of the association of Unit Owner. 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 **OWNER'S AND/OR DEVELOPER'S** and upon the formation with the association of Unit Owner 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-divides 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 Purchaser's 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 & 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 **UNITAND/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 **OWNER'S AND/OR DEVELOPER'S** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER'S AND/OR DEVELOPER'S** 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's.
- 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 **OWNER'S AND/OR DEVELOPER'S** 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 **OWNER'S AND/OR DEVELOPER'S** and/or any concerned authority.
- xx) **NOT TO** raise any objection as and when the Owner's and/or Developer's 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 **OWNER'S AND/OR DEVELOPER'S** before the formation of the and /or the Association of Unit Owner and after the and /or the Association of Unit Owner's 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 Owner's and/or Developer's 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 Owner's and/or Developer's 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 SCHEDULE 'A' ABOVE REFERRED TO:**DESCRIPTION OF THE SAID PREMISES**

ALL THAT piece and parcel of Land Measuring 10 Katha, appertaining to and forming part of R.S. Plot No. 75(P), 78/611, corresponding to L.R. Plot No. 163, recorded in R.S. Khatian No. 395, corresponding to L.R. Khatian Nos. 701, Situated at Mouza – Dabgram, J.L. No. 02, Touzi No. 3 (Ja), Pargana Baikunthapur, within the Siliguri Municipal Corporation area under Ward No. 33, bearing Holding No. 2401, Situated at APC Sarani, Deshbandhu Para, Siliguri, Post Office: Siliguri Town & Police Station – New Jalpaiguri, Pin Code – 734004, in the District of Jalpaiguri, in the State of West Bengal.

Which is butted and bounded as follows:

By the North	:	Land of Darjeeling District Area.
By the South	:	Land of Sen Babu
By the East	:	21'-0" Feet Wide S.M.C. Metal Road.
By the West	:	Land of Darjeeling District Area

THE SCHEDULE 'B' 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 _____, 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 "**BERLIA 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 colors.

THE SCHEDULE 'C' ABOVE REFFERRED TO:

(COMMON FACILITIES AND AMENITIES)

THE OWNER'S AND THE INTENDING PURCHASER OR PURCHASER'S ARE ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exists 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 swear 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. Lift and Lobby areas.
9. 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 SCHEDULE 'D' ABOVE REFFERRED TO:

(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owner's with other occupiers or Owner's 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. Municipal and other taxes (both Owner 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 SCHEDULE 'E' ABOVE REFFERRED 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-Owner 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-owner 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 Owner and Purchaser at _____ in the presence of:

WITNESS:

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE PURCHASER

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.

SIGNATURE OF THE DEVELOPER

Deed prepared and drafted by: -