

DEED OF CONVEYANCE

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

-BETWEEN-

M/S. B.L. BUILDERS (PAN No. AALFB9864G), a registered Partnership Firm, registered under The Indian Partnership Act, 1932 (Act IX of 1932) bearing Registration No. L76995, having its office at 53, Rani Sati Mandir Road, Ganganagar, Ward No. 5 of Siliguri Municipal Corporation, Post Office- Siliguri Bazar, Police Station- Siliguri, District Darjeeling, Pin- 734005, in the State of West Bengal,

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the firm is hereby represented through and by one of its Partners, **SRI. DALURAM AGARWAL (PAN NO. _____) (AADHAR NO. _____)**, son of Late Banwarilal Agarwal, by religion- Hindu, by occupation- Business, by Nationality- Indian, residing at 53, Rani Sati Mandir Road, Ganganagar, Ward No.5 of Siliguri Municipal Corporation, Post Office- Siliguri Bazar, Police Station- Siliguri, District Darjeeling, Pin-734005, in the State of West Bengal, hereinafter called and referred to as the "**OWNER/DEVELOPER**"

-AND-

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____)

_____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART.**

WHEREAS :-

1. One Sri Ajit Kumar Chakraborty and Sri Amar Kanti Chakraborty acquired ALL THAT piece or parcel of land measuring 1(One) Bigha or 33 Decimals, recorded in Khatian No. 4273/9 & 4273/11, in Plot No. 12306/13120, situated within Mouza Siliguri, J.L. No. 110(88), Police Station, Sub-Division and District Sub-Registry Office Siliguri, District- Darjeeling, by virtue of purchase through a Deed of Sale executed by Sri Kundanmal Rathi, for self and as Constituted Attorney of Sri Surajmal Behani, registered on 31.08.1959 at the office of the then Sub-Registrar, Siliguri and transcribed in Book No. I, Volume No.30, Pages 277 to 280, Being No. 2601, for the year 1959 and since the date of such purchase said Sri Ajit Kumar Chakraborty and Sri Amar Kanti Chakraborty were in actual, khas and physical possession of the said land, having permanent heritable and transferable rights, title and interests therein, free from all encumbrances and charges whatsoever.
2. Being owners in such physical possession above named Sri. Ajit Kumar Chakraborty and Sri. Amar Kanti Chakraborty jointly sold and transferred the land measuring 10 (Ten) Kathas or 16 Decimals out of their aforesaid land measuring 1(One) Bigha or 33 Decimals to and in favour of Smt. Namita Gangopadhyay @ Ganguly, by executing a Deed of Sale on 24.08.1960 at the office of the then Sub- Registrar, Siliguri and recoded in Book No. I, Volume No.29, Pages 250 to 251, Being No.2596 for the year 1960. That after the execution and registration of the aforesaid Deed of Sale Being No.1-2596 for the year 1960 it was found that due to mistake in the said Deed of Sale, the Khatian number was written as 4273 instead of 4273/9 & 4273/11 and Plot number was written as 13051 instead of 12306/13120 and the said mistake

of the Khatian and Plot number were rectified by Sri Ajit Kumar Chakraborty and Sri Amar Kanti Chakraborty by executing a Deed of Rectification, registered on 27.05.1966 at the office of the then Sub-Registrar, Siliguri and transcribed in Book No. I, Volume No. 32, Pages 270 to 271, Being No. 2923 for the year 1966. By virtue of such purchase said Smt. Namita Ganguly had acquired the land measuring 10 (Ten) Kathas or 16 Decimals in her actual, khas and physical possession, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

3. Being owner in such possession above named Smt. Namita Ganguly sold and transferred the said land measuring 10 (Ten) Kathas or 16 Decimals to and in favour of Smt. Minati Basu by executing a Deed of Sale registered on 08.04.1974, at the office of the then Sub-Registrar, Siliguri and transcribed in Book No. I, Volume No.43, Pages 49 to 52, Being No. 3403 for the year 1974. By virtue of such purchase said Smt. Minati Basu had acquired the land measuring 10 (Ten) Kathas or 16 Decimals in her actual, khas and physical possession, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
4. Being owner in such possession said Smt. Minati Basu, represented by her son/Constituted Attorney Sri. Bidyut Basu, (by the strength of registered General Power of Attorney Being No. 271 for the year 2008, entered in Book No. IV, CD Volume No.1, Page from 2735 to 2743, registered at the office of the Additional District Sub-Registrar, Siliguri on 01.08.2008) sold and transferred the land measuring 5 (Five) Kathas out of her aforesaid land measuring 10 (Ten) Kathas or 16 Decimals to and in favour of **SRI ASOKE KUMAR CHAKRABORTY**, by executing a Deed of Conveyance registered on 22.09.2009 at the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No. I, CD Volume No.8, Page from 2741 to 2771, Being No. 2083 for the year 2009. By virtue of such purchase the **SRI ASOKE KUMAR CHAKRABORTY**, the Vendor No. 1 herein, has acquired the land measuring 5 (Five) Kathas in his actual, khas and physical possession, having permanent heritable and transferable right, title and interest therein and his name has duly been mutated on 26.11.2010, in the record-of-rights for the

said land measuring 0.0825 Acre at the office of the B.L. & L.R.O., Siliguri Municipal Area, Siliguri vide Mutation Case No.1416/IX-1109-10.

5. Being owner in such possession said Smt. Minati Basu represented by her son/Constituted Attorney Sri Bidyut Basu (by the strength of registered General Power of Attorney Being No. 271 for the year 2008, entered in Book No. IV, CD Volume No.1, Page from 2735 to 2743, registered at the office of the Additional District Sub-Registrar, Siliguri on 01.08.2008) sold and transferred her remaining land measuring 5 (Five) Kathas to and in favour of **SMT. GOURI CHAKRABORTY**, by executing a Deed of Conveyance registered on 22.09.2009 at the office of the Additional District Sub-Registrar, Siliguri and transcribed in Book No. I, CD Volume No. 8, Page from 2772 to 2802, Being No. 2084 for the year 2009. By virtue of such purchase the **SMT. GOURI CHAKRABORTY**, the Vendor No. 2 herein, has acquired the land measuring 5 (Five) Kathas in her actual, khas and physical possession, having permanent heritable and transferable right, title and interest therein and her name has duly been mutated on 26.11.2010 in the record- of-rights for the said land measuring 0.0825 Acre at the office of the B.L. & L.R.O., Siliguri Municipal Area, Siliguri vide Mutation Case No.1415/IX- 1109-10.
6. Therefore, **SRI ASOKE KUMAR CHAKRABORTY** and **SMT. GOURI CHAKRABORTY** became the joint and absolute owners of ALL THAT PIECE AND PARCEL of vacant **land** measuring **10 (Ten) Kathas or 0.165 Acre**, appertaining to and forming part of **R. S. Plot No.12306/13120, R. S. Sheet No.20**, recorded in **R. S. Khatian No.4273/9 & 4273/11**, held under the State of West Bengal at an annual rental of Rs.578/-, situated within **Mouza-Siliguri**, Pargana Baikunthapur, **J.L. No. 110 (88)**, Touzi No.3(Ja), within **Ward No.24** of Siliguri Municipal Corporation, at South Bharatnagar, Police Station, Sub- Division and Additional District Sub-Registry Office Siliguri, **District Darjeeling** in the State of West Bengal.
7. By virtue of a Deed of Conveyance dated 27th day of August 2014, **SRI ASOKE KUMAR CHAKRABORTY** and **SMT. GOURI CHAKRABORTY** being the absolute and lawful owners therein, jointly sold, transferred and conveyed ALL THAT piece and parcel of **land** measuring **10 (Ten) Kathas or 0.165**

Acre, appertaining to and forming part of **R. S. Plot No.12306/13120, R. S. Sheet No. 20**, recorded in **R. S. Khatian No.4273/9 & 4273/11**, situated within **Mouza-Siliguri**, Pargana Baikunthapur, **J.L. No. 110 (88)**, Touzi No.3(Ja), within **Ward No.24** of Siliguri Municipal Corporation, in favour of M/s. B.L. Builders, the Owner herein, which was duly executed and registered before the office of the Additional District Sub Registrar of Siliguri- I, District-Darjeeling and recorded in Book No. I, CD Volume No. 6, Page from 3948 to 3970, Being No. 01757 for the year 2014.

8. After purchasing the above mentioned land, the Owner herein mutated its name in the record of the concerned B.L. & L.R.O. and obtained new L.R. Dag Nos. being 2353 & 2357 and also obtained a new L.R. Khatian No. 5969, in respect of the above mentioned land.
9. THUS the Owner herein seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring **10 (Ten) Kathas or 0.165 Acre**, appertaining to and forming part of **R. S. Plot No.12306/13120, R. S. Sheet No.20**, recorded in **R. S. Khatian No.4273/9 & 4273/11**, Corresponding to L.R. Dag No. 2353 & 2357, under L.R. Khatian No. 5969, situated within **Mouza- Siliguri (now SiliguriDakshin-2)**, Pargana Baikunthapur, **J.L. No. 110 (88) (now 93)**, Touzi No.3(Ja), within **Ward No. 24** of Siliguri Municipal Corporation, at South Bharatnagar, Police Station- Siligui, Sub- Division and Additional District Sub-Registry Office Siliguri, **District Darjeeling**, in the State of West Bengal and hereinafter referred to as the **“said Premises”** and more fully 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.
10. The Owner/Developer herein intended to construct a multi-storied building comprised of several residential flats, commercial spaces, shops, car parking spaces etc. on the said Premises according to the sanctioned plans of the

Siliguri Municipal Corporation and duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the building vide **Sanction Building Plan No.** SWS-OBPAS/0104/2023/0459, **dated 21/04/2023**, duly issued by Siliguri Municipal Corporation, in respect of the project known as '**GANESH SQUARE**'.

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

12. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, 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 '**GANESH SQUARE**', 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.**

17. 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 Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less **(Carpet Area)** excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less **(Super Built Up Area)**, flooring _____, 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 '**GANESH SQUARE**', constructed on the premises stated in the First Schedule hereunder written **TOGETHERWITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or

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

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

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

persons claiming or to claim by, from, under or in trust for them.

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

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

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

necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
 - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
 - iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
 - iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.
 - v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
 - vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR**

UNIT wholly and proportionately relating to the **COMMON PORTIONS**.

- vii) NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii) NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any

alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of Bastu land measuring **10 (Ten) Kathas or 0.165 Acre**, appertaining to and forming part of **R. S. Plot No.12306/13120, R. S. Sheet No.20**, recorded in **R. S. Khatian No.4273/9 & 4273/11**, Corresponding to L.R. Dag Nos. 2353 & 2357, under L.R. Khatian No. 5969, situated within **Mouza-Siliguri (now Siliguri Dakshin- 2)**, Pargana Baikunthapur, **J.L. No. 110 (88) (now 93)**, Touzi No.3(Ja), within **Ward No. 24** of Siliguri Municipal Corporation, at South Bharatnagar, Police Station- Siligui, Sub- Division and Additional District Sub-

Registry Office Siliguri, **District Darjeeling**, in the State of West Bengal, which is butted and bounded as follows:

ON THE NORTH : By the land & house of Sri. Jayanta Nag and Sri. Bimal Kumar Paul, Sri. Sougata Pal & Smt. Papiya Pal,
 ON THE SOUTH : By the land & house of Sri. Gostha Behari Paul, Sri. Ramesh Mandal and Sunanda Chakraborty,
 ON THE EAST : By the 22' feet wide S. M. C. Road,
 ON THE WEST : By the 12' feet wide passage.

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 '**GANESH SQUARE**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

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

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXULDING THE

ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:

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

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

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

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the

exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.

2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(EASEMENTS)

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.

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

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

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

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

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

SIGNED SEALED AND DELIVERED by the

OWNERS, DEVELOPER and

PURCHASERS at _____ in the

presence of:

WITNESS:

1.

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

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

RECEIPT

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

MEMORANDUM OF CONSIDERATION

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

(Rupees _____)**only.**

WITNESS:

1.

SIGNATURE OF THE DEVELOPER

2.

Deed prepared and Drafted by:-