

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY-FOUR(2024)**.

**-BETWEEN-**

**(1) MRS. DOLLY GUPTA(PAN No. ADVPG6329E) (AADHAR No. 8984 4136 0718)**, daughter of Sri Vidyanand Gupta, by Faith - Hindu, by Nationality - Indian, by Occupation - Housewife, residing at LalaBasty (Rabindra Nagar), Pin code - 732139, Post Office – Bagdogra, Police Station - Bagdogra, District – Darjeeling and **(2)MRS. MAMTA PRASAD(PAN No. BSMPP7895R) (AADHAR No. 8028 4277 9360)**, wife of Sri BirendraParasad Gupta, resident of KusumVihar Road No. 7/C, Mohrabadi, Pin code - 834008, Post Office - Mohrabadi, Police Station - Bariatu, District - Ranchi,

**Cont....P-2**

hereinafter referred to as the “**OWNERS**” (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**.

The Owner No. 1 herein is represented by her **Constituted Attorney** namely **M/S MAMTA BUILDCON**, a Proprietorship Firm having its office at KusumVihar Road No. 7/C, Mohrabadi, Pin code - 834008, Post Office - Mohrabadi, Police Station - Bariatu, District - Ranchi, represented by its Proprietor **MRS. MAMTA PRASAD(PAN No. BSMPP7895R) (AADHAR No. 8028 4277 9360)**, wife of Sri BirendraParasad Gupta, resident of KusumVihar Road No. 7/C, Mohrabadi, Pin code - 834008, Post Office - Mohrabadi, Police Station - Bariatu, District - Ranchi, by virtue of a Power of Attorney after Registered Development Agreement dated 8<sup>th</sup> February, 2023, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2023, Pages from 21915 to 21927, being No. 040300992 for the year 2023.

**AND**

**M/S MAMTA BUILDCON**, a Proprietorship Firm having its office at KusumVihar Road No. 7/C, Mohrabadi, Pin code - 834008, Post Office - Mohrabadi, Police Station - Bariatu, District - Ranchi, represented by its Proprietor **MRS. MAMTA PRASAD(PAN No. BSMPP7895R) (AADHAR No. 8028 4277 9360)**, wife of Sri BirendraParasad Gupta, resident of KusumVihar Road No. 7/C, Mohrabadi, Pin code - 834008, Post Office - Mohrabadi, Police Station - Bariatu, District - Ranchi, hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND 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 **THIRD PART**.

**WHEREAS:**

**PART - A**

1. One ManeshwariBewa alias SameswariBewa was the recorded owner of the land measuring 3 decimals appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No.330, recorded in Khatian No. 245, J.L. No. 70, Mouza - Bairatisal, Pargana - Patharghata, Police Station - Matigara, District - Darjeeling and she had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.
2. ManeshwariBewa alias SameswariBewa died intestate leaving behind her son namely JagadishSingha and two daughters namely Smt. DhemchiswariSingha alias DhemeshwariSingha alias SarajniSingha

and TemeshwariSingha alias TemeswariSingha alias NirubalaSinghaas her only legal heirs and successors as per the provision of Hindu Succession Act, 1956 and accordingly by virtue of an inheritance the above named legal heirs became the joint owners of the aforesaid land measuring 3 decimals, each having 1/3rd share therein having permanent, heritable and transferrable right, title and interest therein.

3. Thereafter, JagadishSingha died intestate leaving behind his wife namely Smt. BishakhaSingha alias BishuyaSingha as his only legal heir and successor as per the provision of Hindu Succession Act, 1956.
4. Therefore, Smt. DhemchiswariSingha alias DhemeshwariSingha alias SarajniSingha, TemeshwariSingha alias TemeswariSingha alias NirubalaSingha and Smt. C. BishakhaSingha alias BishuyaSingha became the joint and absolute owners of the land measuring 3 decimals appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No. 330, recorded in Khatian No. 245, J.L. No. 70, Mouza - Bairatisal, ParganaPatharghata, Police Station - Matigara, District - Darjeeling and having permanent, heritable and transferrable right, title and interest therein.

**PART - B**

5. One Smt. DhemchiswariSingha alias DhemeshwariSinghaalias SarajniSingha was the recorded owner of the land measuring 3 decimals appertaining to and forming part of R.S. Plot. No. 307 corresponding to L.R. Plot No. 330, recorded in Khatian No. 145, J.L. No. 70, Mouza- Bairatisal, ParganaPatharghata, Police Station - Matigara, District - Darjeeling and she had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.
6. One TemeshwariSingha @ TemeswariSingha @ NirubalaSingha also was the recorded owner of the land measuring 3 decimals appertaining to

and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No.330, recorded in Khatian No. 109, J.L. No. 70, Mouza - Bairatisal, ParganaPatharghata, Police Station - Matigara, District - Darjeeling and she had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.

7. One JagadishSingha, was the recorded owner of the land measuring 4 decimals appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No. 330 recorded in Khatian No. 98, J.L. No. 70, Mouza - Bairatisal, Pargana - Patharghata, Police Station - Matigara, District - Darjeeling and he had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.
8. Thereafter, JagadishSingha died intestate leaving behind his wife namely Smt. BishakhaSingha alias BishuyaSingha as his only legal heir and successor as per the provision of Hindu Succession Act, 1956 and accordingly by virtue of an inheritance, Smt. BishakhaSingha alias BishuyaSingha became the owner of the aforesaid land measuring 4 decimals, having permanent, heritable and transferrable right, title and interest therein.
9. Hence, Smt. DhemchiswariSingha alias DhemeshwariSingha alias SarajniSingha, TemeshwariSingha alias TemeswariSingha alias NirubalaSingha and Smt. BishakhaSingha alias BishuyaSingha became the joint owners of the land measuring 13 decimals and they were in actual Khas and physical possession of the said land having permanent, heritable and transferrable right, title and interest therein.
10. By virtue of a Deed of Sale dated 14<sup>th</sup> August, 2013, registered in the office of the A.D.S.R. Bagdogra and recorded in Book No. I, CD Volume No. 18, Pages from 1421 to 1437, being No. 07714 for the year 2013,

Smt. DhemchiswariSingha alias DhemeshwariSingha alias SarajniSingha, TemeshwariSingha alias TemeswariSingha alias NirubalaSingha and Smt. BishakhaSingha alias BishuyaSingha jointly represented by their lawful constitute attorney namely Sri Haris Chandra Roy Basunia sold and transferred **ALL THAT** piece and parcel of land measuring 0.13 acre or 8 kathas comprised in R.S. Dag No. 307 corresponding to L.R. Dag No. 330 under R.S. Khatian No. 245 corresponding to L.R. Khatian Nos. 245, 145, 109 and 98, lying and situated at Mouza – Bairatisal, J.L. No. 070, Pargana - Patharghata, Police Station - Matigara, Additional District Sub-Registry Office Siliguri - II at Bagdogra, District - Darjeeling, West Bengal in favour of Mrs. Dolly Gupta.

11. Thereafter, Mrs. Dolly Gupta recorded her name in the concern B.L.&L.R.O and obtained new L.R. Khatian No. 7478, in respect of R.S. Plot No. 307 corresponding to L.R. Plot No. 330, J.L. No. 070, Mouza - Bairatisal, ParganaPatharghata, Police Station - Matigara, District – Darjeeling.
12. Mrs. Dolly Gupta became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring 0.13 acre or 8 kathas comprised in R.S. Dag No. 307 corresponding to L.R. Dag No. 330 under R.S. Khatian No. 245 corresponding to L.R. Khatian Nos. 245, 145, 109 and 98 modified L.R. Khaitan No. 7478, lying and situated at Mouza – Bairatisal, J.L. No. 070, Pargana - Patharghata, Police Station - Matigara, Additional District Sub-Registry Office Siliguri - II at Bagdogra, District – Darjeeling and having permanent, heritable and transferrable right, title and interest therein.
13. A Development Agreement dated 8<sup>th</sup> February, 2023, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2023, Pages from 21752 to

21781, being No. 040300990 for the year 2023, was executed by and between Dolly Gupta and MamtaBuildcon in order to construct a multi-storied building in respect of the land measuring 13 decimals or 8 Kathas comprised in R.S. Plot No. 307 and corresponding to L.R. Plot No. 330, under part of R.S. Khatian No. 245 corresponding to L.R. Khatian No. 7478, lying and situated at Mouza - Bairatisal, J.L. No. 070, ParganaPatharghata, Police Station - Matigara, Pin Code - 732139 Additional District Sub-Registrar Office Siliguri - II at Bagdogra, under the Atharkha Gram Panchayat, District - Darjeeling, within the State of West Bengal according to the terms and conditions contained therein. Thereafter, Dolly Gupta executed a Power of Attorney after Registered Development Agreement dated 8<sup>th</sup> February, 2023, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2023, Pages from 21915 to 21927, being No. 040300992 for the year 2023 in favour of MamtaBuildcon and appointed MamtaBuildcon as her constituted Attorney.

### **PART - C**

14. By virtue of registered Deed of Sale dated 25<sup>th</sup> September, 2008 and recorded in Book No. I, CD Volume No. 15, Pages from 1321 to 1333, being No. 05648 for the year 2008, Smt. Pramila Roy sold and transferred the land measuring 3.75 katha equivalent to 6 decimal comprised in R.S Plot No. 308 corresponding to L.R. Plot No. 320, recorded in R.S. Khatian No. 6260 corresponding to L.R. Khatian No. 6261, lying and situated MouzaBairatisal, J.L. No. 70, Pargana - Patharghata, Police Station - Matigara, District – Darjeeling to Smt. Sandhya Paul.
15. By virtue of registered Deed of Sale dated 3<sup>rd</sup> July, 2013 and recorded in Book No. I, CD Volume No. 15, Pages from 486 to 497, being No. 6581 for the year 2013, Smt. Sandhya Paul sold and transferred the land



measuring 3.75 katha equivalent to 6 decimal comprised in R.S Plot No. 308 corresponding to L.R. Plot No. 320, recorded in R.S. Khatian No. 6260 corresponding to L.R. Khatian No. 6261, lying and situated MouzaBairatisal, J.L. No. 70, Pargana - Patharghata, Police Station - Matigara, District – Darjeeling to Smt. SutapaMitra (Neogi) and Smt. SwapnaNeogi (Ghosh).

16. By virtue of Deed of Conveyance dated 22<sup>nd</sup> August, 2023, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2023, Pages from 132955 to 132969, being No. 040306803 for the year 2023, Smt. SutapaMitra (Neogi) and Smt. SwapnaNeogi (Ghosh) Smt. SutapaMitra (Neogi) and Smt. SwapnaNeogi (Ghosh) sold and transferred **ALL THAT** piece and parcel of vacant land measuring 3.75 katha equivalent to 6 decimal, (Rupni as per R.O.R and proposed to use as Bastu) comprised in R.S Plot No. 308 corresponding to L.R. Plot No. 320, recorded in L.R Khatian No. 6260 and 6261, lying and situated at Mouza - Bairatisal, J.L. No. 70, Pargana - Patharghata, under Police Station - Matigara, Sub-Division Siliguri, Additional District Sub-Registry Office Siliguri - II at Bagdogra, within the limits of Atharkhai Gram Panchayat, District Darjeeling, in the state of West Bengal to Mamta Prasad.
17. A Deed of Declaration dated 1<sup>st</sup> September, 2023, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2023, Pages from 5932 to 5946, being No. 040300370 for the year 2023 was executed by and between Mamta Prasad and Smt. SutapaMitra (Neogi) and Smt. SwapnaNeogi (Ghosh) in order to substitute L.R. Plot No. 332 instead of L.R. Plot No. 320 in respect of the land measuring 3.75 katha equivalent to 6 decimal recorded in L.R Khatian No. 6260 and 6261, lying and situated at Mouza - Bairatisal, J.L. No. 70, Pargana - Patharghata, under Police Station - Matigara, Sub-Division Siliguri, Additional District

Sub-Registry Office Siliguri - II at Bagdogra, within the limits of Atharkhai Gram Panchayat, District Darjeeling, in the state of West Bengal.

18. Hence, Mamta Prasad became the sole and absolute owner of **ALL THAT** piece and parcel of vacant land measuring 3.75 katha equivalent to 6 decimal, (Rupni as per R.O.R and proposed to use as Bastu) comprised in R.S Plot No. 308 corresponding to L.R. Plot No. 332, recorded in L.R Khatian No. 6260 and 6261, lying and situated at Mouza - Bairatisal, J.L. No. 70, Pargana - Patharghata, under Police Station - Matigara, Sub-Division Siliguri, Additional District Sub-Registry Office Siliguri - II at Bagdogra, within the limits of Atharkhai Gram Panchayat, District Darjeeling, in the state of West Bengal.
19. Thereafter, Mamta Prasad and Dolly Gupta amalgamated their lands measuring 13 decimals or 8 Kathas comprised in R.S. Plot No. 307 and corresponding to L.R. Plot No. 330, under part of R.S. Khatian No. 245 corresponding to L.R. Khatian No. 7478, lying and situated at Mouza – Bairatisal and the land measuring 3.75 katha equivalent to 6 decimal, (Rupni as per R.O.R and proposed to use as Bastu) comprised in R.S Plot No. 308 corresponding to L.R. Plot No. 332, recorded in L.R Khatian No. 6260 and 6261, lying and situated at Mouza – Bairatisal and obtain the amalgamated land measuring ALL THAT piece and parcel of bastu land measuring 11.75 cottahs equivalent to 0.093 acre comprised in R.S. Plot No. 307 (P) and 308 corresponding to L.R. Plot Nos. 330 (P) and 332, under R.S. Khatian No. 2833 corresponding to L.R. Khatian Nos. 261 and 6260 modified L.R. Khatian Nos. 7478 and 7888, lying and situate at Mouza – Bairatisal, J.L. No. 70, Pargana – Patharghata, Police Station – Matigara, District – Darjeeling, West Bengal.
20. Mamta Prasad and Dolly Gupta became the joint and absolute owners of ALL THAT piece and parcel of bastu land measuring 11.75 cottahs

equivalent to 0.093 acre comprised in R.S. Plot No. 307 (P) and 308 corresponding to L.R. Plot Nos. 330 (P) and 332, under R.S. Khatian No. 2833 corresponding to L.R. Khatian Nos. 261 and 6260 modified L.R. Khatian Nos. 7478 and 7888, lying and situate at Mouza – Bairatisal, J.L. No. 70, Pargana – Patharghata, 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 joint and absolute 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.

21. The Owners and the Developer pursuant to the Development Agreement duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the sanction building plan vide **Building Sanctioned Plan No. 106/MPS Plan G+3 dated 12/03/2024**, duly issued by Matigara Panchayat Samity, in respect of the project known as ‘**GANPATI ENCLAVE**’.
22. 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. \_\_\_\_\_.**
23. 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 '**GANPATI ENCLAVE**', 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.**

24. 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 as '**GANPATI ENCLAVE**', 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** throw 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 or parcel of bastu land measuring 11.75 cottahs equivalent to 0.093 acre comprised in R.S. Plot No. 307 (P) and 308 corresponding to L.R. Plot Nos. 330 (P) and 332, under R.S. Khatian No. 2833 corresponding to L.R. Khatian Nos. 261 and 6260 modified L.R. Khatian Nos. 7478 and 7888, lying and situate at Mouza – Bairatisal, J.L. No. 70, Pargana – Patharghata, Police Station – Matigara, District – Darjeeling, West Bengal which is butted and bounded as follows: -

North	:	House of Pramod Roy and Anita Roy;
South	:	9.14 meter wide Road;
East	:	Land of Ranjit Roy, Pramila Roy and Ors;
West	:	Land of Ratan Lal Agarwal and ChittaRanjanMondon.

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

**ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, 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 '**GANPATI ENCLAVE**',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 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. 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  
OWNER No. 1 (SMT. DOLLY  
GUPTA)**

---

**SIGNATURE OF THE OWNER  
NO.2  
(SMT. MAMTA PRASAD)**

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**

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

**(Rupees** \_\_\_\_\_ **)only.**

**WITNESS:**

1.

-----  
**SIGNATURE OF THE DEVELOPER**

2.

**Drafted by:-**