

DEED OF CONVEYANCE

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

-BETWEEN-

M/S. M.N. BUILDERS [PAN No. AAZFM7191H], a partnership having its office at Saratnagar, Shibmandir, Post Office – New Rangia, Police Station – Matigara, Pincode – 734013, District – Darjeeling, West Bengal represented by its partners namely (1) **MD. MOKIM ANSARI (PAN No. AFUPA0057N) (AADHAR No. 6203 1715 7140)**, son of Late LateNasiruddin Ansari, by religion - Muslim, by occupation- Business, by Nationality- Indian, residing at Saratnagar, Shibmandir, Post Office – New Rangia, Police Station – Matigara, Pincode – 734013, District – Darjeeling, West Bengal and (2) **NASRIN BEGAM ANSARI, (PAN No. BBDPA4289C)(AADHAR No. 6773 5701 2870)**, wife of Md. Mokim Ansari, by religion - Muslim, by occupation - Business, by Nationality - Indian, residing at

Saratnagar, Shibmandir, Post Office – New Rangia, Police Station – Matigara, Pincode – 734013, District – Darjeeling, West Bengal hereinafter referred to as the **“OWNER/DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART.**

-AND-

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

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

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

WHEREAS:-

- (1) One Sri KhakarSingha became the absolute owner of land measuring 82 ½ decimals, recorded in R.S. Plot Nos. 228, 243 & 244, recorded in R.S. Khatian No. 7, situated within Mouza - Kalkut, J.L. No. 44, ParganaPathaghata, within jurisdiction of Police Station – Siliguri, now Pradhan Nagar, District - Darjeeling by virtue of registered Deed of Sale, registered at the office of the Sub Registrar,Siliguri and recorded in Book No. I, being No. 1202 for the year 1979 and same was executed by Sri Mohini Kumar Roy.
- (2) Sri KhakarSingha also became the absolute owner of land measuring 66 decimals equivalent to 0.66 Acres, recorded L.R. Plot Nos. 389, 401,402, 403,395 & 396,recorded in L.R. Khatian Nos. 31 & 258, situated within Mouza -Kalkut, J.L. No. 44, ParganaPathaghata, within jurisdiction of Matigara, District - Darjeeling by virtue of registered Deed of Gift, registered at the office of the Additional District Sub Registrar,Siliguri and recorded in Book No. I, being No. 494 for the year 1997 and same was executed by (i) Sri Benami Roy, Son of Late Kendelu Roy, (ii) Sri Sunil Roy, Son of Sri Benami Roy, (iii) Smt. Arati Roy, (iv) Smt.

Parbati Roy, (v) Smt. Runi Roy, (vi) Smt. Puni Roy, all are Daughters of Sri Benami Roy.

- (3) Being the owner and in such possession, said Sri KhakarSingha mutated his name at B.L & L.R.O Matigara in respect of his said landed property and therefore a new khatian has been issued in his favour vide L.R. Khatian No. 49, and since then in his Khas actual physical possession having permanent heritable transferable right therein.
- (4) Being the owner and in such possession, said Sri KhakarSingha sold and transferred his land measuring 59.4 Decimals out of his aforesaid total land measuring 155.5 Decimals, recorded in R.S. Plot Nos. 227,228,229,240 & 243, corresponding to L.R. Plot Nos. 389,401,402, 403 & 443, recorded in L.R. Khatian No. 49, situated within Mouza -Kalkut, J.L. No. 44, Touzi No. 91, ParganaPathaghata, within Jurisdiction of P.S. Pradhan Nagar, District Darjeeling, to and in favour of the present vendor namely M/S Arjun Das Construction Corporation, a Partnership Firm, represented by one of its Partner namely Sri TusharMalkani, Son of Mahesh Kumar Malkani, by virtue of registered five separate registered Deed of Sale being Nos. (i) I-4622 for the year 2011, recorded in Book No. I, CD Volume No. 12, Pages from 2057 to 2069, (ii) I-5941 for the year 2011, recorded in Book No. I, CD Volume No. 15, Pages from 3416 to 3428, (iii) I-5470 for the year 2011, recorded in Book No. I, CD Volume No. 14, Pages from 2843 to 2855, (iv) I-6930 for the year 2011, recorded in Book No. I, CD Volume No. 17, Pages from 5797 to 5809, (v) I-6931 for the year 2011, recorded in Book No. I, CD Volume No. 17, Pages from 5810 to 5822 and all was registered at the office of the Addl. District Sub registrar Siliguri II at Bagdogra.

- (5) Being the owner and in such possession, M/S Arjun Das Construction Corporation mutated its name at the office of the B.L & L.R.O Matigara in respect of the said landed property and therefore a new khatian has been issued in their favor vide L.R. Khatian No. 3520, Bearing L.R. Plot Nos. 389, 401, 402, 403 & 443, and thereafter they also converted their said plot of land's classification to "Bastu", vide case No. 614/XIII/MTG/2012-13, dated 27.05.2013, and since then in their Khas actual physical possession having permanent heritable transferable right therein.
- (6) Thereafter, by Deed of Conveyance dated 7th December, 2020, registered in the office of Additional District Sub Registrar, Siliguri – II and recorded in Book No. I, Volume No. 0403-2020, Pages from 124453 to 124477, being No. 040304806 for the year 2020, M/S Arjun Das Construction Corporation sold and conveyed ALL THAT piece and parcel of vacant land measuring 19.85 decimals comprised in R.S. Plot No. 243 corresponding to L.R. Plot No. 402 under L.R. Khatian No. 3520, lying and situated at Mouza -Kalkut, J.L. No. 44, Touzi No. 91, Pargana Pathaghata, within Jurisdiction of Champasari Gram Panchayet Area, Police Station - Pradhan Nagar, Registry office at the Additional District Sub-Registrar, Bagdogra, District Darjeeling, West Bengal to Unity Construction.
- (7) By Deed of Conveyance dated 7th December, 2020, registered in the office of Additional District Sub Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2020, Pages from 124428 to 124452, being No. 040304811 for the year 2020, M/S Arjun Das Construction Corporation sold and conveyed ALL THAT piece and parcel of vacant land measuring 21 decimals comprised in R.S. Plot No. 243 corresponding to L.R. Plot No. 402 under L.R. Khatian No. 3520, lying and situated at Mouza -Kalkut, J.L. No. 44, Touzi No. 91, Pargana Pathaghata,

within Jurisdiction of Champasari Gram Panchayet Area, Police Station - Pradhan Nagar, Registry office at the Additional District Sub-Registrar, Bagdogra, District Darjeeling, West Bengal to Unity Construction.

8. Hence, Owner/Promoter herein seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring 40.85 decimals more or less comprised in R.S. Dag No. 243 corresponding to L.R. Dag No. 402 under L.R. Khatian Nos. 5548 and 5549, lying and situates at Mouza – Kalkut, J.L. No. 44, Touzi No. 91, Pargana - Patharghata, within the jurisdiction of Champasari Gram Panchayat Area, Registry Office at the Additional District Sub-Registrar, Bagdogra, Police Station – Pradhan Nagar, District – Darjeeling, West Bengal and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **First Schedule** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

9. The Owner/Developer duly commenced the construction of multi-storied buildings comprising of Flats/ Units and Apartments in accordance with the sanctioned Plan No. **537/MPS dated 02.11.2021**, approved by the _____ consisting of several self-contained finished flats/apartments and car parking spaces, subsequently, in respect of the project known as “**PMG GREEN**”.

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

11. While in the course of construction the Developer invited offers for purchase of self-contained flats/apartments along with one covered car parking space and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-**_____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, consisting of ____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, ____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.....**, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet(Super Built Up Area)** more or less, flooring _____, at the Project known as "**PMG GREEN**", hereinafter referred to as the said "**FLAT AND/OR UNIT**" more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and the consideration of the said Flat **Rs.** _____ /-(**Rupees** _____) **only** along with CoveredCar parking space consideration of **Rs.** _____ /-(**Rupees** _____) **only**. The total consideration of the said Flat along with the Covered Car parking space sum of **Rs.** _____ /-(**Rupees** _____) **only**.
12. The said Flat along with the CoveredCar Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs.** _____ /- (**Rupees** _____) **only** paid by the Purchasers herein to the Promoter (receipt whereof the

Owner/Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owner and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Flat and/or Unit purchase **ALL THAT** the **APARTMENT NO.** _____, on the _____ **Floor** of the building being **Block-** _____, containing by estimation an area of _____ (_____) **Square Feet** more or less (**Carpet Area**) excluding balcony area of _____ (_____) **Square Feet** more or less appertaining to _____ (_____) **Square Feet** more or less (**Super Built Up Area**), flooring _____, consisting of _____ (_____) **Bed Rooms**, _____ (_____) **Living/Dining Room**, _____ (_____) **Kitchen**, _____ (_____) **Toilets**, _____ (_____) **Balconies**, along with One _____ **Car Parking space** being **Car Parking No.**, situate at the _____ of the building, containing by estimation an area of _____ (_____) **Square Feet(Super Built Up Area)** more or less, flooring _____, at the Project known as "**PMG GREEN**", constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas

(including undivided proportionate interest in land) and in common areas and common facilities in the building for the use occupation and enjoyment of the said flat as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTHSCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

THE OWNER/DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Flat and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Purchasers undivided proportionate interest in land is impartible in perpetuity.

5. The Owner/ Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
6. The Owner/Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

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

1. The Purchasers admits and accepts that the **OWNER/DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex, later within the entire project of **PMG GREEN**, for which Purchasers agrees and covenants:
 - i) To Co-Operate with The Other Co-Purchaser/s and the

OWNER/DEVELOPER/and /or the Association of Flat Owners in The Management and Maintenance of The Block/Complex/Project.

- ii) **TO OBSERVE** the rules framed from time to time by the **OWNER/DEVELOPER**and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNER/DEVELOPER**and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER/DEVELOPER**and upon the formation of the association of Flat Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.
- v) **TO DEPOSIT** the amounts reasonably required with the **OWNER/DEVELOPER**and upon the formation with the association of Flat Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **FLAT AND/OR UNIT**.

- ix)** **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x)** **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi)** **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii)** **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.
- xiii)** **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv)** **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv)** **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNER/DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER/DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

- xvi)** **NOT TO** 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 **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii)** **NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER/DEVELOPER** subject to approval by the concerned authority.
- xix)** **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER/DEVELOPER** and/or any concerned authority.
- xx)** **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.
- xxi)** **NOT TO** raise any objection upon the Developer undertaking additional construction in accordance with law and for the purpose the Purchasers have duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.
- xxii)** **NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

- xxiii) NOT TO** raise any objection in the event the Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Developer and all unit Purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit Purchasers of units in the scheduled land and the unit Purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchasers herein along with the other co-owners.
- xxiv) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxv) NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.
- xxvi) NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNER/DEVELOPER**.
- xxvii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER/DEVELOPER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.
- xxviii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxix) NOT TO** claim partition of its undivided right, title and interest in the

land attributable to the said **FLAT AND/OR UNIT**.

- xxx)** **NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxxii)** **NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.
- xxxiii)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.
- xxxiii)** The right of the Purchasers in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchasers herein) the shall be as follows:-
- (i) To park a Medium Sized Motor Car only.
 - (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
 - (iii) not to keep in the car parking space, anything other than private motor car
 - (iv) Not raise or put up any kutchha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
 - (v) Not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
 - (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
 - (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
 - (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the Purchasers herein.
 - (ix) To pay all rates, taxes assessments in respect of the Flat and the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of Bastu land measuring 40.85 decimals more or less comprised in R.S. Dag No. 243 corresponding to L.R. Dag No. 402

under L.R. Khatian Nos. 5548 and 5549, lying and situates at Mouza – Kalkut, J.L. No. 44, Touzi No. 91, Pargana - Patharghata, within the jurisdiction of Champasari Gram Panchayat Area, Registry Office at the Additional District Sub-Registrar, Bagdogra, Police Station – Pradhan Nagar, District – Darjeeling, West Bengal which is butted and bounded as follows:

North: _____,

South: _____,

East: _____,

West: _____.

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

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

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING 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/Panchayat 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
OWNER/DEVELOPER, PURCHASERS at
_____ in the presence of:

WITNESS:

1.

SIGNATURE OF THE OWNER/DEVELOPER

2.

SIGNATURE OF THE PURCHASER

Deed prepared and Drafted by:-

RECEIPT

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

MEMORANDUM OF CONSIDERATION

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

(**Rupees** _____) **only**.

WITNESS:

1.

SIGNATURE OF THE OWNER/DEVELOPER

2.