

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the ..... day of  
December, **TWO THOUSAND AND TWENTY THREE.**

**-BETWEEN-**

**[1] SMT. JAYANTI GHOSH**, Wife of Late Rabindra Nath Ghosh, **[2] SRI RANAJEET GHOSH**, **[3] SRI RAJDEEP GHOSH**, both are son of Late Rabindra Nath Ghosh, all Hindu by Religion, Indian by Nationality, No. 1 House-wife, No. 2 & 3 Private Service by Occupation respectively, resident of Balai Das Chatterjee Road, Hakimpara, P.O. & P.S. Siliguri, Pin No. 734001, District Darjeeling, Presently resident of Atithi Apartment, 63/A, Rabinda Sarani, Dumdum, P.O. Rabindra Nagar, Pin No. 700065, P.S. Dumdum, Dist. North 24 Parganas (W.B.) - hereinafter referred to and called as '**VENDORS/OWNERS**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, successors, legal representatives and assigns) of the **FIRST PART**. represented by their attorney holder namely **[1] SRI LITON NANDI**, Son of Late Sukumar Nandi @ Sukumar Nandy, **[2] SRI PANKAJ PODDAR**, Son of Late Haripada Poddar, **[3] SRI UDIT AGARWAL**, Son of Sri Jaiprakash Agarwal, all the partners of M/S A. P. CONSTRUCTION, a Partnership Firm, having its office at East Vivekanandapally, C.R. Das Sarani, Siliguri, P.O. Rabindra Sarani, P.S. Bhaktinagar, Pin No. 734006, District Jalpaiguri, by virtue of a registered Development Power of Attorney vide No. I-315 for the year of 2023 dated on 15.02.2023 recorded in Book No. I Volume No. 402 Pages from 14141 to 14163 and the same was registered at the office of the Additional District Sub-Registrar Siliguri.

**- AND -**

**"M/S. A.P. CONSTRUCTION"**, a Partnership Firm, having its office at C/o- Pankaj Poddar, Ward No. 38 of S.M.C., East Vivekananda Pally, C.R. Das Sarani, Post Office Rabindra Sarani, Police Station Bhaktinagar, Pin No. 734006, District Jalpaiguri,

represented by its partners namely **[1] SRI LITON NANDI**, Son of Late Sukumar Nandi @ Sukumar Nandy, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of 57, Ramkrishna Road, Ashrampara, Siliguri, P.O. & P.S. Siliguri, Pin No. 734001, District Darjeeling, **[2] SRI PANKAJ PODDAR**, Son of Late Haripada Poddar, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of East Vivekananda Pally, C.R. Das Sarani, Siliguri, Post office Rabindra Sarani, Police Station Bhaktinagar, Pin No. 734006, District Jalpaiguri, **[3] SRI UDIT AGARWAL**, Son of Sri Jaiprakash Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Pranami Mandir Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, Pin No. 734001, District Jalpaiguri (W.B.) - hereinafter called and referred to as '**THE PROMOTER/DEVELOPER**' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, successors, legal representatives 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:-**

1. That one Sri Debendra Nath Basu, Son of Late Gaya Nath Basu, was the absolute owner of Land measuring 10 Katha more or less together with dwelling house standing thereon, recorded in R.S. Khatian No. 5035, appertaining to part of R.S. Plot No. 10474, recorded in Situated within Mouza Dabgram now Siliguri, J.L. No. 110(88), Under Gajal Singh Jote, Pargana Baikunthapur, Police Station Siliguri, District Darjeeling, since then in his khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.
2. That being owner in such possession said Sri Debendra Nath Basu, Son of Late Gaya Nath Basu, transferred his said total Land measuring 10 Katha more or less together with dwelling house standing thereon, recorded in R.S. Khatian No.

5035, appertaining to part of R.S. Plot No. 10474, recorded in Situated within Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur, Police Station Siliguri, District Darjeeling, to and in favour of her daughter namely Smt. Anjali Ghosh, Wife of Rampada Ghosh, by virtue of a registered Deed of Gift being No. I-1532 for the year 1974 recorded in Book No. I Volume No. 24 Pages from 67 to 69 registered at the office of the then Sub-Registrar Siliguri.

- 3.** That being owner in such possession said Smt. Anjali Ghosh, Wife of Rampada Ghosh, was enjoying and possessing the land measuring 9 Katha 2 Chhatak 19 Sq. Ft. together with dwelling house standing thereon out of her total Land measuring 10 Katha and therefore she had mutated her name at the office of the B.L.& L.R.O. Siliguri vide Mutation Case No. 845/IX-II/12-13, since then in her khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.
- 4.** That being owner in such possession said Smt. Anjali Ghosh, Wife of Late Ramapada Ghosh, transferred her total Land measuring 9 Katha 2 Chhatak 19 Sq. Ft., recorded in R.S. Khatian No. 5035, appertaining to part of R.S. Plot No. 10474, recorded in Situated within Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur, Police Station Siliguri, District Darjeeling, to and in favour of Sri Rabindra Nath Ghosh, Son of Late Ram Pada Ghosh, by virtue of a registered Deed of Gift being No. I-00601 for the year 2013 recorded in Book No. I CD Volume No. 2 Pages from 1732 to 1743 registered at the office of the Additional Registrar of Assurance – III at Kolkata.
- 5.** That being owner in such possession said Sri Rabindra Nath Ghosh, Son of Late Ram Pada Ghosh, desirous to construct a Multi-storied Commercial/Residential Building upon his said plot of Land measuring 9 Katha 2 Chhatak 19 Sq. Ft. therefore he had entered into a registered Development Agreement being No. I-2626 for the year of 2017 recorded in Book No. I Volume No. 402 Pages from 66085 to 66130 and the same was registered at the office of the Additional District Sub-Registrar Siliguri, with "M/S. A.P. CONSTRUCTION" a Partnership

Firm, represented its partners, to develop the aforesaid land under some terms and conditions mentioned in the aforesaid Development Agreement.

- 6.** That said Sri Rabindra Nath Ghosh, Son of Late Ram Pada Ghosh, also executed a registered General Power of Attorney after registered Development Agreement being No. I-2777 for the year of 2017 recorded in Book No. I Volume No. 402 Pages from 71026 to 71053 and the same was registered at the office of the Additional District Sub-Registrar Siliguri, to and in favour of the present attorney cum the said developers namely M/S. A.P. CONSTRUCTION, a Partnership Firm, in respect of the said Development Agreement being No. I-2626 for the year of 2017.
- 7.** That being owner in such possession said Rabindra Nath Ghosh, Son of Late Ram Pada Ghosh, died on 19.06.2020 intestate leaving behind the present land owners cum his wife namely (1) Smt. Jayanti Ghosh, Wife of Late Rabindra Nath Ghosh, and two son namely (2) Sri Ranajeet Ghosh, (3) Sri Rajdeep Ghosh, both are son of Late Rabindra Nath Ghosh, as his only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of inheritance the above named legal heirs became the joint owners of 1/3<sup>rd</sup> share of aforesaid Land measuring 9 Katha 2 Chhatak 19 Sq. Ft., since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.
- 8.** That the present land owners namely (1) Smt. Jayanti Ghosh, Wife of Late Rabindra Nath Ghosh, (2) Sri Ranajeet Ghosh, (3) Sri Rajdeep Ghosh, both are son of Late Rabindra Nath Ghosh, became the absolute owner of Land measuring 9 Katha 2 Chhatak 19 Sq. Ft., recorded in R.S. Khatian No. 5035, appertaining to part of R.S. Plot No. 10474, Situated within Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur, Under Siliguri Municipal Corporation Area Ward No. 16, Bearing Holding No. 301/367, Registry office at Additional District Sub-Registrar Siliguri, Police Station Siliguri, District Darjeeling, and since the said property in

their khas actual physical possession having permanent heritable transferable right therein.

**9.** That the owners are absolutely seized and possessed of a piece of Land measuring 9 Katha 2 Chhatak 19 Sq. Ft., recorded in R.S. Khatian No. 5035, Corresponding to L.R. Khatian Nos. 11549, 11550 & 11551, appertaining to part of R.S. Plot No. 10474, Corresponding to L.R. L.R. Plot No. 3005, Situated within Mouza Siliguri now Siliguri Purba, J.L. No. 110(88) now 92, Pargana Baikunthapur, Under Siliguri Municipal Corporation Area Ward No. 16, Road Zone Hakimpara, Bearing Holding No. 301/367, Registry office at Additional District Sub-Registrar Siliguri, Police Station Siliguri, District Darjeeling, in the State of West Bengal and which is being assured by the owner that the said land is free from all sorts of encumbrances, attachments, charges, legal flaws, claims, demands, due, notice, religious or family dispute etc.

**10.** The Owners herein out of the aforesaid land has decided to develop being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the Land measuring 9 Katha 2 Chhatak 19 Sq. Ft., recorded in R.S. Khatian No. 5035, Corresponding to L.R. Khatian Nos. 11549, 11550 & 11551, appertaining to part of R.S. Plot No. 10474, Corresponding to L.R. L.R. Plot No. 3005, Situated within Mouza Siliguri now Siliguri Purba, J.L. No. 110(88) now 92, Pargana Baikunthapur, Under Siliguri Municipal Corporation Area Ward No. 16, Road Zone Hakimpara, Bearing Holding No. 301/367, Registry office at Additional District Sub-Registrar Siliguri, Police Station Siliguri, District Darjeeling, in the State of West Bengal, and also morefully and particularly described in the First Schedule, hereunder written.

**11.** Thereafter the owners herein executed and registered a Development/Construction Power of Attorney in favour of (1) Sri Liton Nandi, Son of Late Sukumar Nandi @ Sukumar Nandy, (2) Sri Pankaj Poddar, Son of Late Haripada Poddar, (3) Sri Udit Agarwal, Son of Sri Jaiprakash Agarwal, all the partners of M/S A. P. CONSTRUCTION, a Partnership Firm, vide No. I-315 for the

year of 2023 dated on 15.02.2023 recorded in Book No. I Volume No. 402 Pages from 14141 to 14163 and the same was registered at the office of the Additional District Sub-Registrar Siliguri.

- 12.** The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied building comprising of Flats/ Units and Apartments in accordance with the sanctioned Plan vide Permit No. **SWS-OBPAS/0104/2023/1578, dated 11.05.2023**, approved by the Siliguri Municipal Corporation consisting of several self-contained finished flats/apartments and car parking spaces, subsequently, in respect of the project known as '**RABI ABASAN**'.
- 13.** The Promoter have registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ **under registration no.** \_\_\_\_\_.
- 14.** While in the course of construction the Promoter 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 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 '**ANJALI**

**APARTMENT'**, hereinafter referred to as the said **"FLAT AND/OR UNIT"** more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building at and the consideration of the said Flat **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** along with Covered Car parking space consideration of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) only**. The total consideration of the said Flat along with the Covered Car parking space sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only**.

**15.** 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 Promoter (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 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 '**RABI ABASAN**' 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 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 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 any one 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 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 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 Owners and/or 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 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 Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers have understood the concept, layout and scheme of '**RABI ABASAN**' to comprise of several Blocks and that all facilities and amenities in

all Blocks along with other phases '**RABI ABASAN**' which have been constructed or shall be constructed both shall jointly enjoyed the common amenities in the complex and any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other adjacent Complex developed by the Developer shall be permitted in perpetuity.

3. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex, later within the entire project of '**RABI ABASAN**', 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 Flat 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 Flat 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 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 **OWNERS AND/OR 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 **OWNERS AND/OR 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** 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 **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 **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** install grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR 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 **OWNERS AND/OR 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 **OWNERS AND/OR DEVELOPER**.

**xxvii) 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 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**.

**xxxii)** 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 LAND**

All that piece of Bastu Land measuring 9 Katha 2 Chhatak 19 Sq. Ft., recorded in R.S. Khatian No. 5035, appertaining to part of R.S. Plot No. 10474, Situated within Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur, Under Siliguri Municipal Corporation Area Ward No. 16, Road Zone – Hakimpara, Bearing Holding No. 301/367, Registry office at Additional District Sub-Registrar Siliguri, Police Station

Siliguri, District Darjeeling, in the state of West Bengal. The said land butted and bounded as follows:-

North : Residential Flat;

South : 25 Ft. Wide S.M.C. Road;

East : Land & Building of Roma Roy;

West : Land & Building of Phanibhusan Paul.

**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 '**RABI ABASAN**' 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.

**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.**

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As the Constituted Attorney of  
(1) Smt. Jayanti Ghosh,  
(2) Sri Ranajeet Ghosh,  
(3) Sri Rajdeep Ghosh

**SIGNATURE OF THE OWNERS**

**2.**

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**SIGNATURE OF THE DEVELOPER**

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**SIGNATURE OF THE PURCHASERS**

**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**

<b>Sl. No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
1.				
			<b>TOTAL</b>	<b>Rs. _____/-</b>

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

**WITNESS:**

**1.**

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**SIGNATURE OF THE DEVELOPER**

**2.**