

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty (2020).

BETWEEN

BALASON CONSTRUCTION PRIVATE LIMITED (PAN – AACCB6291M), a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Information No. U45201WB2005PTC103373, dated 27/05/2005, having its registered Office at Hill Cart Road, Siliguri, P.O. & P.S. Siliguri, District- Darjeeling, PIN – 734001, in the State of West Bengal, represented by its Director- **SRI PROSANTA SARKAR**, son of Late Hemanta Sarkar, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Meghnad Saha Sarani, Pradhan Nagar, Siliguri, P.O. & P.S. Pradhan Nagar, District- Darjeeling, PIN – 734003, in the State of West Bengal, hereinafter called the "**OWNER/DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

..... (PAN), c/o of, by religion, by occupation, by Nationality, residing at, P.O & P.S., Siliguri –, hereinafter called "**PURCHASER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their executors, administrators, successors, representatives and assigns) of the **SECOND PART**.

WHEREAS :

- A. One Sri Keshab Prasad Pradhan, Sri Pushpa Prasad Pradhan, Sri Dibya Prasad Pradhan and Sri Hirendra Prasad Pradhan, all sons of Late Punya Prasad Pradhan were the recorded owners of all that piece and parcel of land measuring 0.08 Acres, forming part of R.S. Plot No. 282, recorded in R.S. Khatian No. 429/8, 0.24 Acres

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forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/2 and 0.15 Acres forming part of R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, in total measuring 0.47 Acres, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. – Pradhan Nagar, Sub-Div and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

- B. One Padam Prasad Pradhan, son of Lambodhar Pradhan, was the recorded owner of all that piece and parcel of land measuring 0.08 Acres forming part of R.S. Plot No. 282 recorded in R.S. Khatian No. 429/7 and 0.23 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/1, IN TOTAL MEASURING 0.31 Acres, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.
- C. Above named Padam Prasad Pradhan died intestate leaving behind his wife – Smt. Chinia Devi Pradhan and daughter Smt. Ujjala Pradhan, wife of Sri G. Rajbhandari as his only legal heirs to inherit the aforesaid land measuring 0.31 Acres.
- D. By way of inheritance abovenamed Smt. Chinia Devi Pradhan and Smt. Ujjala Pradhan became the sole, absolute and exclusive owners of the aforesaid land measuring 0.31 Acres having permanent, heritable and transferable right, title and interest therein.
- E. Abovenamed Chinia Devi Pradhan died intestate leaving behind her daughter Smt. Ujjala Pradhan, wife of Sri G. Rajbhandari as her only legal heir to inherit her share in the aforesaid land measuring 0.31 Acres.
- F. Abovenamed Sri Keshab Prasad Pradhan, Sri Pushpa Prasad Pradhan, Sri Dibya Prasad Pradhan, Sri Hirendra Prasad Pradhan and Smt. Ujjala Pradhan alias Ujjala Rajbhandari had transferred for valuable consideration and made over physical possession of all that piece and parcel of land measuring 0.06 Acres forming part of R.S. Plot No. 282, recorded in R.S. Khatian No. 429/7 and 429/8 and 0.15 Acres

forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/1 and 429/2 IN Total measuring 0.21 Acres situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, unto and in favour of BALASON CONSTRUCTION PRIVATE LIMITED by virtue of three separate Sale Deeds all dated 14/08/2013, being Document Nos. 2748, 2746 and 2750 for the year 2013, entered in Book No. 1, CD Volume No. 29, Pages from 1265 to 1282, 1337 to 1354 and 1283 to 1300 respectively all the deeds registered in the office of the Additional District Sub Registrar, Siliguri.

G. Abovenamed Sri Keshab Prasad Pradhan, Sri Pushpa Prasad Pradhan, Sri Dibya Prasad Pradhan, Sri Hirendra Prasad Pradhan had also transferred for valuable consideration and made over physical possession of all that piece and parcel of land measuring 0.02 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/2 and 0.15 Acres forming part of R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, In TOTAL MEASURING 0.17 Acres, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling unto and in favour of BALASON CONSTRUCTION PRIVATE LIMITED by virtue of three separate Sale Deeds i) Dated 30/06/2014, being Document No. 1331 for the year 2014 entered in Book No. 1, CD Volume No. 5, Pages from 2028 to 2041, ii) Dated 25/10/2013, being Document No. 3140 for the year 2013, entered in Book No. 1, CD Volume No. 30, Pages from 2747 to 2763 and iii) Dated 25/10/2013 being Document No. 3141 for the year 2013, entered in Book No. 1, CD Volume No. 30, Pages from 2764 to 2780 all deeds registered in the Office of the Additional District Sub-Registrar, Siliguri.

H. By virtue of the aforesaid six separate Sale Deeds, being Document Nos. 2748, 2746, 2750 for the year 2013 being Document No. 1331 for the year 2014 and being Document Nos. 3140 and 3141 for the year 2013 abovenamed BALASON CONSTRUCTION PRIVATE LIMITED (The Promoter of these presents), become the sole, absolute and exclusive owner of the aforesaid land measuring 0.06 Acres

forming part of R.S. Plot No. 282, recorded in R.S. Khatian Nos. 429/7 and 429/8, 0.17 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian Nos. 429/1 and 429/2 and 0.15 Acres forming part of R.S. Plot No. 283/1197 recorded in R.S. Khatian No. 434, IN TOTAL MEASURING 0.38 ACRES, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling more particularly described in the First Schedule given hereunder written, having permanent heritable and transferable right, title and interest therein and the said land was mutated in its name in the record of rights from the Office of the S.R.O. II & Officer-in-Charge, Siliguri Municipal Corporation Area (L.R.), Siliguri, vide Mutation Case Nos. 1703/IX-II/13-14, 1704/IX-II/13-14, both dated 02-12-2013 and 474/IX-II/14-15 dated 03-07-2014 and is paying the municipal taxes and other charges to the competent authority time to time regularly, free from all sorts of encumbrances, charges, liens, lispendences, whatsoever in nature.

- I. The Owner/Developer had converted the aforesaid land measuring 0.38 Acres more particularly described in the Schedule-A given herein under, from Danga Puratan Patit to Bastu (Commercial / Housing Complex), from the Office of the Sub-Divisional Land & Land Reforms Officer, Siliguri, vide Memo No. 1003/SDL & LRO-Slg/14, dated 16.06.2014 and from the Office of the S.R.O. II & Officer-in-Charge, Siliguri Municipal Corporation Area (L.R.), Siliguri, vide Memo Nos. 36/SRO-II & OC/SMCA-SLG/14, dated 16-01-2014 and 441/SRO-II & OC/SMCA-SLG/14 dated 16-07-2014.
- J. Thereafter, the **OWNER/DEVELOPER** herein constructed a Ground + 4 storied Building namely **"THE ORCHARD"**, according to the sanctioned Plan vide No. **246 dated 15.12.2017**, issued by Siliguri Municipal Corporation upon the land measuring 0.38 Acres, forming part of R.S. Plot No. 282, recorded in R.S. Khatian Nos. 429/7 and 429/8, R.S. Plot No. 283, recorded in R.S. Khatian Nos. 429/1 and 429/2 and R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. – Pradhan Nagar, Sub-Div and A.D.S.R.O. – Siliguri, Holding No. VL/100/B/3 in Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling.

K. The **OWNER/DEVELOPER** herein have declared to sell the one Flat of the said building and the **PURCHASER** herein getting knowledge about the same, and being desirous to purchase a Flat has taken inspection of the documents and being satisfied with the lawful title of the **OWNER/DEVELOPER** and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential Flat, on the Floor, at the side of the Ground plus _____ storied Building namely "**THE ORCHARD**", measuring an area of **Square Feet super built up** of the building in complete and habitable condition in all manner whatsoever lying and situated at Holding No. VL/100/B/3, P.S. – Pradhan Nagar, Pin code -734003, in Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, hereinafter referred and called as "The Said Flat" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate impartible share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith at or for the total price and / or consideration of Rs...../-
(Rupees.....) only finding the proposal as an acceptable one, has decided to sell out the said Flat unto and in favour of the **PURCHASER** herein.

L. The Owner/Developer herein doth hereby declare and covenant with the Purchaser that the said Flat is free from all encumbrances of any nature whatsoever and that the Owner/Developer has full right, title and interest in the said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owner/Developer further declare that there is a clear title to the Flat and its appurtenances belongs to the Owner/Developer absolutely and that neither the Owner/Developer or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said Flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/Developer or any person or persons lawfully or equitably claiming by from through or in trust for him, the Owner/Developer has himself full right, power and absolute authority to sell or transfer to the Purchaser the said Flat and his right, title and interest therein

and that the Owner/Developer have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchaser may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In pursuance of the said Agreement for Sale and in consideration of the payment of sum of Rs...../- (Rupees.....) only as the total Consideration paid by the PURCHASER to the OWNER/DEVELOPER herein (receipt whereof the OWNER/DEVELOPER hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser herein **ALL THAT** one residential Flat, on the Floor, at the side of the Ground plus _____ storied Building namely "THE ORCHARD", measuring an area of Square Feet super built up together with common areas, benefits, facilities, amenities and others thereof **TOGETHER WITH** undivided proportionate impartible share and interest in the land at of the building in complete and habitable condition in all manner whatsoever lying and situated at Holding No. VL/100/B/3, P.S. - Pradhan Nagar, Pin code -734003 in Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate impartible share and interest in the **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the OWNER/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 PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes,

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assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Developer herein doth hereby covenants with the Purchaser that:-

1. The Owner/Developer herein now has in itself good right and full power to convey and transfer by way of sale the said Flat and the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid has put the Purchaser in vacant, peaceful and unencumbered possession.
2. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him, the Owner/Developer herein or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
3. The Purchaser shall hold the said Flat free and clear and freely and clearly and is absolutely exonerated, and forever released and discharged or otherwise by the Owner/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 Owner/Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for him.
4. The Purchaser 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 space/s in the building for the use occupation and enjoyment of the said Flat as detailed in the **THIRD SCHEDULE** hereunder written and/or described.

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Director

5. The Purchaser shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of, to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written.
6. The said Flat and /or the said building have been constructed as per the sanctioned plan and as per the specifications as stated in the said Agreement for Sale.
7. The Purchaser and other co-owners shall abide by the Rules and regulations and common obligations along with the other owners/occupiers of the other units/Flats in the building as detailed in the **FIFTH SCHEDULE** herein under written.
8. The Purchaser shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **SIXTH SCHEDULE** hereunder.
9. The Owner/Developer herein or any person or persons having or claiming any estate, right, title or Interest In the said Flat, and premises hereby conveyed or any part thereof by, from, under or in trust for the Owner/Developer herein or its heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request of the Purchaser 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 assuring and granting the said Flat, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, her heirs, executors or administrators and assigns shall be reasonably required.
10. The Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the Flat hereby conveyed subject to the terms herein contained to anyone without the consent of the Owner/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 Purchaser under the terms of this conveyance.

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Director

11. The Purchaser undivided proportionate interest in the land is impartible in perpetuity.

12. The Owner/Developer doth hereby further covenant with the Purchaser that the Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat 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 him, the Owner/Developer or his 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.

13. The Purchaser shall mutate the Said Flat in his/her/their own name and shall pay all such rates, revenues and taxes and other impositions that may be charged from time to time, directly to the Siliguri Municipal Corporation.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and neuter gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about 0.38 Acres, forming part of R.S. Plot No. 282, recorded in R.S. Khatian Nos. 429/7 and 429/8, R.S. Plot No. 283, recorded in R.S. Khatian Nos. 429/1 and 429/2 and R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. – Pradhan Nagar, Sub-Div and A.D.S.R.O. – Siliguri, Holding No. VL/100/B/3 in Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling and the same is butted and bounded as follows:

BY NORTH	:	Private Road and School
BY SOUTH	:	14 Feet wide Road
BY EAST	:	33 Feet wide M.N. Saha Sarani
BY WEST	:	Lady Queen Church and School

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Director

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID FLAT)

ALL THAT piece and parcel of the one residential Flat, on the Floor, at the side of the Ground plus _____ storied Building namely "THE ORCHARD", measuring an area of **Square Feet super built up** more or less consisting of (.....) bed rooms, (.....) Dining-cum-Drawing, (.....) Kitchen, (.....) Toilet, (.....) Balcony together with common staircase of the said building with proportionate share of land, staircase, roof, open space, common space and interest, right of benefit to use Drain and land below and the said building together with occupiers of the other flats room of the said respective building and also the right of easement, benefit & / or interest on other common paths, passages, drains, pipes with other amenities & equipment with the owner of the other apartment of the said building at Holding No. VL/100/B/3, P.S. – Pradhan Nagar, Pin code -734003 in Ward No. 2, of Siliguri Municipal Corporation in the District of Darjeeling.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Parts and Facilities)

The common areas and facilities continued in the present Deed of Conveyance shall include:

1. Lift
2. Lift lobby
3. Stairs
4. Passageway
5. Terrace
6. Generator set.
7. Guard Room
8. Common Toilet & changing area for guard.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.

3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintain the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump etc. and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor and/or service organization for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Obligations & Rules and Regulations)

- 1) The share or interest in the land underneath is impartible and the Purchaser shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
- 2) The Purchaser shall apply for mutation of the Second Schedule property in her own name and apply for and has the said separately assessed for the purpose of Municipality rates and taxes, Khajna etc.

- 3) The Purchaser shall use the said Flat and all common portions peacefully with the other co-owner.
- 4) The Purchaser shall not do any of the following acts, deeds and things :
 - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - c) Carry out repairs in a manner which is affect the structural stability of the building.
 - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
 - e) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(EASEMENTS AND QUASI-EASEMENTS)

1. The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements, quasi easements, appertaining to the said Flat, or therewith usually held, occupied, enjoy, reputed or known being part and parcel of member thereof, or appertaining thereto which are hereinafter specified more fully specified, excepting and reserving unto the vendor and other owners/purchaser of other owners/purchaser of other units rights, if any of easements, quasi easements, privileges and appurtenances.
2. The rights of access in common with the Vendor/Developer and other Owners/purchasers of other Flats and the other occupier subject to limitation if any, to their right of the building at all times and for all normal use and purpose connected with the use and enjoyments of the said Flat.
3. The right to use all times and for all purposes the common passages, lobby staircase, landing of the said building, entrance to the said Flat from the main entrance and

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Bosana Sabkar.

Director

exit there from in common with the vendors and other Flat owners or other units with subject to limitations, if any their such right, in the said building provided always and it is hereby declared that the purchaser or their servants, agents and invitees of the purchaser shall not be entitled to obstruct, or deposit the materials and rubbish or otherwise encumber the free passage of other person or persons including the purchaser and the said passage lobby, staircase landing and other spaces to be used in common as aforesaid.

4. The right if protection of the said Flat by or from all parts of the building so far they now protect the same.
5. The right of passage in common as aforesaid for electricity, water and soil from and to be the said Flat through pipes; drains, wires and conducts laying or being in or under or over the said building as may be reasonably necessary for the beneficial occupiers of the said Flat for all purpose whatsoever.
6. The right to use in common with other flat owners the installation, staircase, open and covered space, electrical installation passages.
7. The right of passage in common with the Vendor and other flat owners and the purchaser of different flats or subject to limitation thereof, if any, person or persons.
8. As aforesaid for electricity, water and soil from to any part other than the said flat or parts of the said building through pipes, drains, wires, conduits lying or being in, under through or over the said flat as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purpose whatsoever.
9. The right to protection of other portion or portions of the building by all parties of the said Flat as far as they now protect the same without causing any structural alteration thereof.
10. The right of purchaser of the other part or parts of the building, the front entrance, staircase, electrical installation, open and covered spaces and other common passages or paths of the said building.

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 at Siliguri in the

Presence of:

1.

Balason Construction Pvt. Ltd.
Rosanta Sarkar

2.

Director

SIGNATURE OF THE OWNER/DEVELOPER

SIGNED SEALED AND DELIVERED by the
PURCHASER at Siliguri in the presence of:

1.

2.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate

.....Court,

Enl. No.

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

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
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Total Rs...../-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

Balason Construction Pvt. Ltd.
Prosanta SARKAR
Director

2.

SIGNATURE OF THE OWNER/DEVELOPER

Identified by:

Name:.....

Son of

By Faith-, By Occupation:, by Nationality- Indian,

Residing at -

P.O., P.S., Pin code, District: