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DEED OF CONVEYANCE
(SALE)

**THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE ____
DAY OF _____, _____ (_____).**

BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD	
PROJECT NAMED	“CP AVENUE”
RESIDENTIAL FLAT / UNIT NO.	“.....”
BLOCK NO.	“.....”
FLAT MEASURING CARPETAREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)	..... SQUARE FEET SQUARE FEET SQUARE FEET
FLAT SITUATED IN FLOOR	..... FLOOR
RIGHT TO PARK CAR	..... SQUARE FEET
COSIDERATION	Rs./-

DETAILS OF LAND	
LAND AREA ON WHICH THE BUILDING/S COMPLEX STANDS	23.02 KATHA
PLOT NO.	2/97 (R.S.) 217 (L.R.)
KHATIAN NO.	119 (R.S.) 2182 (L.R.)
MOUZA	DABGRAM
SHEET NO.	4 (R.S.) 4 (L.R.)
J.L.NO.	2
PARGANA	BAIKUNTHAPUR
POLICE STATION	BHAKTINAGAR

S.M.C. WARD NO.	42
DISTRICT	JALPAIGURI(WEST BENGAL)

::BETWEEN::

....., (PAN :), of; by Religion, Indian by Nationality, by Occupation, Resident of, P.O., P.S., Pin Code-....., District, in the State of West Bengal -- **HEREINAFTER** referred to called as the **“PURCHASER / ALLOTTEE”** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, representatives, administrators, and assigns, as the case may be of the **“ONE PART”**)

AND

SRI BIJAY AGARWAL, son of Sri Pawan Kumar Agarwal, having I.Tax PAN No. **ACFPA9197F**, Hindu by Religion, Indian by Nationality, Business by Occupation, Residing at Nirvana Homes, Building No. 13, Type B, Nirmala Convent Road, P.O. Salugara, P.S. Bhaktinagar, PIN-734008, District Jalpaiguri, in the State of West Bengal - **HEREINAFTER** referred to and called as the **“VENDOR”** (which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, executors, representatives, administrators, and assigns) of the **“OTHER PART”**.

WHEREAS (1) Smt. Sarita Agarwal, wife of Sri Mahabir Prasad Agarwal, (2) Sri Abhisek Minda, son of Sri Ashok Kumar Minda and (3) Sri Binay Minda alias Vinay Minda, son of Sri Anil Kumar Minda and Dipak Agarwal (now deceased) had

jointly purchased all that land in total measuring 43 Decimal by virtue of five registered Deeds of Sale (Conveyance) all dated 18.06.2012, being Documents Nos. I-5103,I-5104, I-5105, I-5106 and I-5108 all for the year 2012 and same were registered in the Office of the Additional District Sub Registrar Rajganj, District Jalpaiguri, having permanent heritable, transferable and marketable right, title and interest therein. That there was some typographical error in the said deeds and the same was later on duly declared/rectified vide a registered Deed of Declaration dated 03.06.2019, being Document No. IV-239 for the year 2019, registered in the office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS the abovenamed Dipak Agarwal died intestate leaving behind his wife, Smt. Manju Devi Agarwal and two daughters, Miss Priyanka Agarwal and Miss Bhawana Agarwal as his only legal heirs and they all jointly inherited the aforesaid 1/4th undivided share of land of Late Dipak Agarwal measuring 10.75 Decimal in the aforesaid total land measuring 43 Decimal, each of them having 1/3rd undivided share, as per the Hindu Succession Act, 1956.

AND WHEREAS all the abovenamed legal heirs of Late Dipak Agarwal, namely, Smt. Manju Devi Agarwal, Miss Priyanka Agarwal and Miss Bhawana Agarwal thereafter sold and transferred their entire aforesaid 1/4th undivided share in the said total land measuring 43 Decimal unto and in favour of the abovenamed Smt. Sarita Agarwal, Sri Abhisek Minda, Sri Binay Minda alias Vinay Minda by virtue of three registered Deeds of Conveyance (Sale) (1) dated 08.02.2018, being Documents No. I-939 for the year 2018, (2) dated 08.02.2018, being Documents No. I-942 for the year 2018 and (3) dated 05.11.2019, being Document No. I-6931 for the year 2019 and the same were registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS in this manner, the abovenamed, Smt. Sarita Agarwal, Sri Abhisek Minda, Sri Binay Minda alias Vinay Minda became the absolute owners of the aforesaid land in total measuring 43 Decimal having permanent heritable, transferable and marketable right, title and interest therein free from all charges and encumbrances whatsoever.

AND WHEREAS the abovenamed, Smt. Sarita Agarwal, Sri Abhisek Minda, Sri Binay Minda alias Vinay Minda thereafter sold and transferred all that piece or parcel of land measuring 23.02 Katha, out of their aforesaid land, unto and in favour of **SRI BIJAY AGARWAL** (the **VENDOR** herein) by virtue of a registered Deed of Conveyance (Sale) dated 23.12.2019, being Document No. I-8165 for the year 2019 and the same were registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS in this manner, the abovenamed, **SRI BIJAYAGARWAL** (the **VENDOR** herein) became the sole and absolute owner of the aforesaid land measuring **23.02 Katha** and ever since then the Vendor is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein free from all charges and encumbrances whatsoever.

AND WHEREAS in this manner, the abovenamed, **Sri Bijay Agarwal** (the **Vendor** herein) became the sole and absolute owner of the aforesaid land measuring **23.02 Katha** and ever since then the Vendor is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein free from all charges and encumbrances whatsoever and the said land is more fully and particularly described in the **SCHEDULE-“A”** given hereunder.

AND WHEREAS the name of the abovenamed **Sri Bijay Agarwal** (the Vendor herein) in respect of his aforesaid land was duly mutated in the records of the concerned B.L. & L.R.O. Rajganj in the Record of Rights (R.O.R.) and a separate **L.R. Khatian No. 2182** was framed in his name under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS the Vendor being desirous of constructing Multistoried Building/s Complex over and upon the said piece or parcel of land described in the Schedule-“A” given hereunder and for such purpose a building plan was

duly sanctioned and approved by the Siliguri Municipal Corporation being Plan No. 0109146217900058 dated 08.06.2021 for Partly Four Storied & Partly (G+IV) Storied Residential Cum Commercial Building Complex

AND WHEREAS to distinguish the proposed Building/s Complex and with a view to assign an unique identity to the said Complex, the Vendor has decided to name the said Complex as “**CP AVENUE**” (hereinafter referred to as the “**Project**”).

AND WHEREAS the said Complex named “**CP AVENUE**” comprises of **TWO BLOCKS**, being **BLOCK-I** and **BLOCK-II**.

AND WHEREAS, now the Vendor have formulated a scheme to enable person/parties intending to have own Unit/s or Premises in the said Multistoried Building/s Complex “**CP AVENUE**” along with the undivided proportionate share or interest in the land on which the said building/s complex stands.

AND WHEREAS the Vendor has registered the Project under the provisions of the West Bengal Act with the on under Registration No.

AND WHEREAS the Purchaser/s had applied for a Apartment/Unit/Residential Flat in the said Project vide Application dated and has been allotted one Residential Flat (herein referred to as the said “**Unit**”) being No., having Carpet Area atFloor of Block- together with Right to Park one car at as permissible under the applicable law and of pro rata share in the common areas and subsequently an Allotment letter dated, was issued to the intending Purchaser/s.

AND WHEREAS the Purchaser/s has/have examined and inspected the Documents of Title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details, Typical Floor Plan, Front Elevation, details of Staircases as well as the Common Provisions and Utilites and have also seen and inspected the construction work of the building to the extent constructed and the Carpet Area, Built Up and Super Built Up Area of the Unit and have satisfied himself/herself/ themselves about the title of the Vendor and standard of construction thereof including that of the said Unit in the said Project and have entered into an Agreement For Sale dated have agreed to the terms and conditons as mentioned therein. The said Agreement For Sale dated was duly registered in the Office of the,being Document No. I-..... for the year.....

AND WHEREAS the Vendor has now decided to convey the aforesaid Unit, being a RESIDENTIAL FLAT (herein referred to as the said “Unit”) together with Right to Park one Car morefully and particularly described in the **SCHEDULE-“B”** given hereunder on ownership basis free from all encumbrances and charges whatsoever for valuable consideration of **Rs./- (Rupees Only)**. The detail of the RESIDENTIAL FLAT is give herein below:-

RESIDENTIAL FLAT / UNIT NO.	“.....”
BLOCK NO.	“.....”
FLAT MEASURING CARPETAREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)	..... SQUARE FEET SQUARE FEET SQUARE FEET
RIGHT TO PARK CAR...	..... SQUARE FEET
FLAT SITUATED IN FLOOR	..... FLOOR

AND WHEREAS the PURCHASER/S being in need of ownership accommodation for residential use in the locality where the said building is situated, has/have approached the Vendor and expressed his/her/their/ desire to have/purchase a Residential Flat together with Right to Park one Car and then has/have examined and inspected the documents of title of the Vendor to all that piece or parcel of land as morefully described in the Schedule “A” given herein below, Building Plan duly sanctioned and Site Plan duly approved by the Siliguri Municipal Corporation and has/have also seen and inspected the construction of the said building to the extent constructed as on the date of execution of these presents and after satisfying herself/ himself/itself/ themselves, about the title of the Vendor as well as the standard of construction, the Purchaser/s has/have decided to purchase the Schedule-“B” Property.

AND WHEREAS the Vendor have also offered to the Purchaser/s all that the said Schedule-“B” Property, together with undivided proportionate interest appurtenant to the said Schedule-“B” Property and in the common areas and facilities as also described in Schedule-“D” given herein below and said piece of land morefully and particularly described in the Schedule-“A” hereunder written and the said Schedule-“B” Property, morefully given herein below, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever for the valuable consideration amount mentioned hereinbefore and hereinafter.

AND WHEREAS, the Purchaser/s finding the offer of the Vendor fair and reasonable, has/have agreed after full satisfaction to purchase the said Schedule-“B” Property, given herein below for the valuable consideration amount mentioned hereinbefore and hereinafter.

AND WHEREAS the Vendors/Developer have also accepted the price so offered by the Purchaser/s as fair, reasonable and highest and has agreed to sell the said Schedule-“B” Property, morefully given herein below for a total consideration amount mentioned hereinbefore and hereinafter.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- 1. CONSIDERATION:-** That in consideration of full and final amount of **Rs./- (Rupees Only)** paid by the Purchaser/s to the Vendor vide Cheques/NEFT/RTGS, the **RECEIPT** of which is acknowledged by the Vendor by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendor does hereby convey and transfer absolutely the said Unit/Schedule “B” property, to the Purchaser/s who will/shall now Have and Hold the same absolutely and forever free from all encumbrances and charges absolutely and forever subject to the payment of proportionate rent, etc., to the Government of West Bengal.
- 2. THAT THE VENDOR HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-**
 - A. That the said Unit hereby sold granted and conveyed or expressed or intended so to be is free from all claims, demands, encumbrances, liens, attachments and lispensens whatsoever.
 - B. That the Vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendor has not previously transferred, mortgaged, contracted for sale or otherwise the said Unit or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.
 - C. That the Vendor does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule “A” property is held by the

Vendor under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor have full right and authority to transfer the said Unit to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Unit without any obstruction or hindrance whatsoever.

- D.** That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to it/him/her/them and shall hold and enjoy the same peacefully without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendor with respect to the said Unit shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
- E.** That the Purchaser/s shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendens or claims and demands, whatsoever created occasioned or made by the Vendor or any person or persons claiming under it.
- F.** That the Vendor will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the said Unit.
- G.** That the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the said Unit except for unsold portion of the building which shall be borne by the Vendor proportionately with all the Purchaser/s unless separately levied upon and charged for.
- H.** That the Vendor has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Unit thereto hereby granted transferred and conveyed or expressed so to

be or any part thereof can or may be impeached, encumbered or affected in title or otherwise.

- I. That the Vendor hereby declare and covenants with the Purchaser/s that there exists no mortgage, charge, attachment or any encumbrances whatsoever on the Schedule "B" property hereby sold and conveyed, expressed or intended so to be or any part thereof and the Vendor have not entered into any binding contract with any other person or persons for sale of the said property or any part of these presents and that the Schedule "B" hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Vendor on the date of these presents and is free from all encumbrances and charges and the Vendor hereof covenants with the Purchaser/s that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrance whatsoever with respect to the Schedule "B" property the Vendor shall be liable to compensate the Purchaser/s adequately for the loss or injury sustained or to be sustained by the Purchaser/s in consequence thereof.
- J. FURTHER That the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the said Unit hereby conveyed at the cost of the Purchaser/s.

3. THAT THE PURCHASER/S HEREBY COVENANT WITH THE VENDOR AS FOLLOWS:-

- A. That the Purchaser/s has/have examined and inspected the Documents of Title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details, Typical Floor Plan, Front Elevation, details of Staircases as well as the Common Provisions and Utilities and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and the Carpet Area, Built Up and Super Built Up Area of the Unit and have satisfied himself/ herself/

themselves about the title of the Vendor and standard of construction thereof including that of the said Unit purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the common provisions and utilities.

- B.** That prior to this Deed of Conveyance, the Purchaser/s has/have surveyed and measured the area of the said Unit and upon being fully satisfied has entered into this Deed of Conveyance and as such the Purchaser/s shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his/her/their right, if any, to do so.
- C.** That the Purchaser/s hereby covenants with the Vendor not to dismantle the said Unit/Flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be held by the Purchaser/s exclusively for residential purpose.
- D.** That the Purchaser/s undertakes not to park any vehicle in the parking area, common area, pathways and passage within the said building complex.
- E.** That the Purchaser/s will obtain its/his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., for his/her/their electric use and requirements and the connection charges as well as the electric consumption bills will be paid by the Purchaser/s, the Vendor/Association shall have no responsibility or any liability in this respect. That the electric transformer installed in the building complex shall be for the common use for the occupants of the building complex.
- F.** That the Purchaser/s shall within three months from the date of execution of these presents at his/her/their cost shall apply for obtaining mutation of

his/her/their name(s) as the owner of the said Unit both at the Office of the B.L.&L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay taxes as may be levied upon it/him/her/them from time to time though the same has not yet been assessed. However if the said Unit is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed municipal tax and other taxes and imposition payable in respect of the Building/s as may be determined and fixed by the Vendor and upon appointment of the Facility Management Company (FMC)/Agency/Association in such FMC/Agency/Association without raising any objection whatsoever.

- G.** That the Purchaser/s shall, from the date of possession of the said Unit whether physical possession of the same is taken or not by the Purchaser/s pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.
- H.** That the Purchaser/s shall at all times from the date of possession, irrespective of the Purchaser/s taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cesses including but not limited to, multi-storied building/s tax, GST, water tax, land tax, property tax, if any, and other levies impositions and outgoings (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Unit and proportionately for the Complex as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser/s, the Purchaser/s shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and

upon appointment of the said Facility Management Company(FMC) /Agency/Association, to such FMC/Agency/Association.

- I.** That the Purchaser/s shall, after possession is made over to him/her, use and enjoy the said Unit solely for residential purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers / Purchaser/s of other Units owners/ occupiers of the Project.
- J.** That the Purchaser/s shall not seek partition or division or separate possession in respect of the said Unit. None of the Purchaser/s / occupiers of the said Unit shall make any obstruction or store or keep any article in Common Areas and Facilities area.
- K.** That the Purchaser/s shall not do or suffer to be done anything in or to the said UNIT which may adversely affect the said Unit and/or the building/s complex.
- L.** That the Purchaser/s shall not enclose the terrace/ deck/ balconies/ utility areas under any circumstances without written consent of the Vendor and/or Association as and when it is formed and shall keep the terrace/ deck open to the skies all time.
- M.** That if any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the said Unit and Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchaser/s.
- N.** That the Purchaser/s and all other persons deriving title under him/her/them shall and will at all times hereafter shall observe the restrictions/rules regarding the user of the said Unit and also the obligations set forth herein.
- O.** That the Purchaser/s shall install the air conditioning equipment in the conspicuous place of the building as specified by the Vendor, without

disturbing the inner beauty and outer elevation of the building. That the Purchaser/s shall in no way display any sign board on the outer portion of the building thus affecting the elevation, design, color scheme, beauty of the building/complex.

- P.** That the Purchaser/s shall not put up or affix any board, name plate or other things or other similar articles including advertisements, signboards and neon signs in the common portions or outside walls of the said unit or the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name board in the place as specified and prior approved by the Vendor.
- Q.** That the Purchaser/s further covenant with the Vendor not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendor shall not be held responsible in any manner whatsoever.
- R.** That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
- S.** That the Purchaser/s shall permit entry at all reasonable times to the Vendor and/ or their agents, employees, representatives, architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purpose of inspecting, examining, checking, testing, constructing developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing anything whatsoever in relation or development protection and/or

safety of the building including the common portions and areas or any part or parts thereof.

- T. That the Purchaser/s agrees and covenants that the Vendor shall be at absolute liberty to sale the unsold part and portions of the Project as the case may be.
- U. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in manner which may cause annoyance to the other occupiers/occupants of the said building complex.

4. THAT THE PURCHASER/S SHALL HAVE THE FOLLOWING RIGHTS IN RESPECT OF THE SAID UNIT:-

- A. The Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the said Unit/Schedule "B" property or let-out, lease-out the said property to whomsoever.
- B. The Purchaser/s and all persons authorized by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Amenities and Facilities of the Project.
- C. The Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.
- D. The right to free and uninterrupted passage of water, electricity (as per the supply from the concerned authorities), sewerage, etc., from and to the said Unit through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the said building, or any part of the land.

E. The right of entry and passage for his/her employees, agents and visitors or workmen at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the said Unit without causing disturbance as far as possible to the other Purchaser/s / occupiers and making good any damage caused.

5. THE PURCHASER/S FURTHER AGREES AND UNDERTAKES NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-

- A. Store /stock / bring into / keep in the said Schedule-“A” / Unit Property /Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the Purchaser’s agents, servants, employees, licensees, or visitors, which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building complex.
- B. Not to damage, demolish or cause to be damaged or demolished the said Schedule-“A”/Unit/Building/s Complex/Project or any part thereof or the fittings and fixtures or the common areas, utilites and facilities thereto.
- C. Not to obstruct the lobbies, entrance, stairways, pathways, common passages and keep them free for ingress and egress.
- D. Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule-“A” / Unit/Complex/Project or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
- E. Not to use the said Residential Flat other than the residential purpose as the case may be.

- F. Not to encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stairs or other community purposes and in the event of encroachments, the Vendor and/or Association acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- G. No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building.
- H. No use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution save the battery operated inverter.
- I. Not to keep any pet animals in the residential flats of the said Complex.

6. THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-

- A. That the Purchaser/s agrees and undertakes to co-operate with the Vendor at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor may require for the purposes of safeguarding the interest of the occupants of the said complex.
- B. That the Purchaser/s shall be liable to pay taxes and fees that may be charged/imposed by any government authorities or statutory bodies, taxes such as gst, service tax duties, leaves, cess, fees, real estate taxes other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto, due,

payable, levied imposed upon or claimed to be owed in any relevant jurisdiction, by the State or the Central Government and/or any appropriate authorities concerned on the construction and sale of the said Unit.

- C. That the Purchaser/s shall keep the said Unit/ Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- D. That the Purchaser/s shall always observe and perform all the rules and regulations which the vendor/company or agency or apex body or federation or the association or agency may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Units therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the association/apex body/federation regarding the occupancy and use of the Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- E. That the Purchaser/s shall always co-operate with the Vendor/FMC/Agency/Association as may be and in the management and maintenance of the said Project/Complex.
- F. That the Purchaser/s undertakes that he/she/they/it shall form and become the member of FMC/Agency/Association as may be of the said Complex and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities and comply rules, as may be necessary for this purpose.

G. That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the building and/or the building/s complex.

7. MAINTENANCE:-

A. THAT THE PURCHASER/S FURTHER AGREE/S AND CONSENT/S to the appointment by the Vendor of any agency, firm, corporate body, organization or any other person (**Facility Management Company/Maintenance Agency**) to manage, upkeep and maintain the said Unit in the Project together with the Building/s/ structure/s, and the land and such other facilities, that the Vendor may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company/Agency shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Purchaser/s' proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company/Agency shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/apex body/apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Vendor has or may have to enter into with the Facility Management Company/Agency. It is hereby clarified and the Purchaser/s agrees and authorizes the Vendor to appoint the first Facility Management Company/Agency in the Project and post formation of the society/association/agency/apex body, as the case may be, the Vendor will novate the Facility Management Agreement ("FM Agreement") in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company/Agency appointed by the Vendor or appoint a new Facility Management Company/Agency as it may deem fit. It is further expressly

understood that the Vendor shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association/apex body/apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company/Agency in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

- B. That the Purchaser/s shall be entitle to use and pay such proportionate charges for common facilities such as repair and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweepers, choukidar, security, garden maintenance, common electric bill etc. as will be determined by the Vendor/Facility Management Company/Agency as the case may be.
 - C. Further the Purchaser/s also agrees to pay the necessary fees as may be determined by the Vendor/Facility Management Company/Agency. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendor/ Facility Management Company/Agency, for the purposes of framing rules for management of the Building/s/ structure/s and use of the said Unit by the Purchaser/s for ensuring safety and safeguarding the interest of the Vendor/Facility Management Company/Agency and other Purchaser/s of the Units in the Building/s/ structure/s and the Purchaser/s also agrees and confirms not to raise any disputes/claims against the Vendor/Facility Management Company /Agency and other Purchaser/s of the Units in the Complex in this regard.
8. That the Purchaser/s further agree/s and consent/s that in addition to the Maintenance charges, the Purchaser/s shall also pay/provide from time to time, as may be specified and demanded by the Vendor/Maintenance Agency to contribute to a 'Replacement Fund', which shall be utilized for

the express object of providing for replacement or refurbishing of capital / maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the said Complex/CP AVENUE.

9. That the Purchaser/s shall be entitled to pay maintenance charges for common facilities as will be determined by the Vendor/Facility Management Company/Agency/Association as may be. That the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
10. That in case the Purchaser/s makes default in payment of the proportionate share towards the said Maintenance Charges and Common Expenses (described in the Schedule-“C” given herein under) within time allowed by the Vendor/Facility Management Company/Agency/Association as may be, then the Purchaser/s shall be liable to pay interest for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendor/Facility Management Company/Agency or the Association acting at the relevant time for any loss or damage suffered by the Vendor/Facility Management Company/Agency/Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the association/authority acting at such relevant time, shall be final and binding.
11. That all the standard firefighting equipments, lift facilities, swimming pool, club house, etc. as envisaged herein have been installed in the said Project and the entire responsibility of maintaining the same including renewal of their licenses, etc., shall be of the occupants/owners/company/association/agency as may be of the said Project.
12. **GENERATOR** - That the Generator as installed by the Vendor, shall be used strictly for the lightning of the common areas, spaces, car parking space

and for the running of the common utilities of the said Complex. The running and maintenance costs and expenses of the generator shall be borne by the Purchaser/s and shall be included in the maintenance costs/expenses.

13. PARKING - That it is clarified that allotted parking space will entitle the Purchaser/s the right to park only one light motor vehicle. In case transfer of said Unit, the right to use the parking space shall be transferred along with the said Unit. Un-allotted parking spaces, if any, shall continue to remain the property and in possession of the Vendor. It shall be the discretion of the Vendor to allot/use the un-allotted parkings as it may deem fit and proper, at its sole discretion. The Purchaser/s shall always park his/her/their vehicle in the car parking space allotted to him/her/them/it and not anywhere else in the said Complex. That the Purchaser/s may be allotted car parking anywhere in the whole complex "CP AVENUE". The Purchaser/s agrees to use the car parking space only for parking his/her/their vehicle and not for any other purpose. Similarly the Purchaser/s shall not keep in the parking place anything other than the private motor car or motor cycle and shall not raise up any kutchra or pucca constructions/structure, grilled wall or enclosure thereon or part thereof in the said car parking space and shall keep it always open as it is. The Purchaser/s shall not park the vehicle on the pathways or common areas or open spaces of the said complex. Moreover the Vendor shall use the remaining parking area in any manner whatsoever. Further the Purchaser/s shall co-operate with the other owner/s of the parking space and shall not park the car in such manner which may cause annoyance to the other owner/s of the parking space of the said building. However in case of back to back parkings the Purchaser/s shall co-operate with the other co-owner/s as necessary.

14. That the Vendor has made clear to the Purchaser/s that it may carry out lawful extensive developmental / construction activities in future in the entire area falling inside / outside the land beneath the building in which the said Unit is located and that the Purchaser/s has/have confirmed that he/she/they/it shall not raise any objections/claim in this regard.

- 15.**That the Roof Top/Terrace of the said building shall be common to all the owners/occupiers of the said building. The access to the ultimate roof of the said building is common with others Purchaser/s of the said Building. But not to use the common areas for holding any cultural/social/functional program or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- 16.**That in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within the stipulated period as mentioned under the Relevant Laws, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, Parties agree and confirm that the decision of the Vendor's architect shall be final in deciding whether there is any actual structural defect in the said Unit or defective material being used or regarding workmanship, quality or provision of service. It is clarified that the above said responsibility of the Vendor shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use.
- 17.** That the Vendor/Maintenance Agency/Association as may be shall have rights of unrestricted access of all Common Areas in the Project for providing necessary maintenance services and to enter into the Unit or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 18.**That it is clarified that the Vendor will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other

calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

19. PROJECT NAME- That it is further clarified that the name of the Project “CP AVENUE” shall remain unchanged. That the association of the brand name “CP REAL ESTATE” (in its registered logo form) or a combination of words with prefix as “CP” (“Brand Name”) shall at all times be subject to the sole control of CP Real Estate who is one of the Partners of the Vendor. It is clarified the brand name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design, the appearance shall not be changed under any circumstances, unless CP Real Estate has itself informed in writing about any change in the logo/brand name. The Brand Name will be associated with the Project, the Building/s/ structure/s in the Project, as well as the Association (which would be formed gradually), unless a different understanding is captured between CP Real Estate and the Association. It is further agreed that the association of the brand name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the brand name and all intellectual property rights in and arising out of or connected with the brand name and ownership of the brand name shall at all times vest in and be held exclusively by the CP Real Estate. The Purchaser/s further agree/s to not use the brand name and / or any intellectual property in the brand name in any manner and for any purpose whatsoever except as otherwise permitted by CP Real Estate. The Purchaser/s/ Association shall not be entitled to change the name of the Project without written consent of CP Real Estate.

- 20.** That the Stamp Duty and Registration Fees for registration of these presents for the Schedule "B" property and GST as applicable have been paid and borne by the Purchaser/s.
- 21.** That the Purchaser/s shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/ undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.
- 22.** That the headings to the clauses and articles of this Indenture are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Deed.
- 23.** The words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice-versa respectively.
- 24.** That in case of conflict between the provision of the said Agreement for Sale and other documents executed between the parties and this Deed then this Deed of Conveyance shall override the provisions of the said Agreement for Sale and any other prior agreement between the parties hereto.
- 25.** That the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed shall be referred to the Arbitral Tribunal as described herein below and shall be final resolved by the arbitration under the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is stated that the Parties shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building/s complex unless the same is first

referred to Arbitration and the Arbitration has given his/her award. All the proceedings are subject to the exclusive jurisdiction of the Ld. Courts of Law at Jalpaiguri.

SCHEDULE -“A”
(DESCRIPTION OF THE TOTAL LAND)

All that piece or parcel of **LAND** measuring **23.02 KATHA**, situated within **MOUZA DABGRAM**, appertaining and forming part of **R.S. Plot No. 2/97**, Recorded in **R.S. Khatian No. 119, R.S. Sheet No. 4**, corresponding to **L.R. Plot No. 217**, Recorded in **L.R. Khatian No. 2182, L.R. Sheet No. 4**, J.L. No. 02, Pargana Baikunthapur, within the jurisdiction of Siliguri Municipal Corporation **Ward No.42**, bearing Holding No. VL/100/C/85, Thakur Panchanan Road, Pradhan Para, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

By North ... 20 feet wide Road,
By South ... Land of MRD Construction now Dosti Enclave,
By East 38 feet approx. wide Thakur Panchanan Road,
By West Land of Smt. Sarita Agarwal and Others and then Land of Nirmala
Convent School.

Continued to next page

SCHEDULE - "B"
(DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL That ONE UNIT being a COMMERCIAL SPACE BEING:-

PROJECT	"CP AVENUE"
UNIT NO.	"....."
BLOCK NO.	"....."
UNIT MEASURING CARPETAREA	..... SQUARE FEET
BUILT-UP AREA	..... SQUARE FEET
SUPER BUILT-UP AREA	..... SQUARE FEET
SITUATED IN FLOOR	..... FLOOR

TOGETHER with the undivided proportionate share in the LAND on which the Complex stands more particularly described in the **SCHEDULE-"A"** given herein above.

NOTE: That the **SCHEDULE-"B"** property hereby sold is marked and specified in the **SITE PLAN** attached herein forming PART of these presents.

Continued to next page

SCHEDULE – “C”
(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/s complex.
2. All expenses for running and operating firefighting equipments, lift/s and all other equipment and installations, renewal of fire licenses, lifts licenses, etc. and others for common use/utility 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/s and/or the 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/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.

8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each Unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. Proportionate costs and installation charges and maintenance and running expenses of the generator for lighting the common portions and ~~running of lifts.~~
11. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organization for the common purposes.

SCHEDULE- "D"
(COMMON PROVISIONS, UTILITIES AND FACILITIES)

1. Stair cases and stair case landings on all floors.
2. Automatic Elevator/s.
3. RFID Boom Barrier.
4. Automatic Elevators.
5. Security Guards.
6. 24x7 CCTV Facilities.
7. Common entry of the building.
8. Roof Top/Terrace of the building.
9. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
10. Drainage and sewerage and soak well.
11. Toilets.

12. Boundary walls and main gate/s.

13. Such other common parts, areas and equipment, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

NOTE:- Separate Sheets are being used for the purpose of affixing impressions of all the fingers of both the hands of the Purchaser/s and the Vendor forming PART of these presents.

Continued to next page

IN WITNESSES WHEREOF the Parties herein do hereby in good health and sound conscious mind have put their respective seal and signature on these presents on the day month and year first above written.

WITNESSES :-

1.

The contents of this document have been gone through and understood personally by the Vendor and the Purchaser/s herein.

VENDOR

2.

PURCHASER/S

Drafted as per instructions of the parties, readover & explained to the parties & printed in my office:-

Advocate :: Siliguri

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser/s a total consideration amount of **Rs./-** (**Rupees Only**) against **SALE** of the within mentioned Schedule “B” property. The details of the payment are as follows:-

Sl. No.	Dated	Cheque No./ RTGS/NEFT	Drawn On	Amount (Rs.)
Rs.				/-
T.D.S. Deducted				/-
Total Consideration Amount Rs.				/-

VENDOR

