

**DEED OF CONVEYANCE (SALE)**

**THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE  
..... DAY OF ..... TWO THOUSAND AND**

**.....**

**BETWEEN**

ONE **FLAT** MEASURING ..... (.....) SQUARE FEET OR ..... SQUARE METER AT THE ..... **PORTION** OF THE ..... **FLOOR, FLAT NO. “.....”** OF BLOCK- ..... AND A **GARAGE** MEASURING ..... (.....) SQUARE FEET AT THE GROUND FLOOR IN A SHARING PROPORTIONATE WAY OF A P+5 (PARKING PLUS FIVE) STOREYED BUILDING NAMED “**VYOM RESIDENCY**” TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE OR INTEREST IN THE LAND ON WHICH THE SAID BUILDING STANDS.

LAND AREA ON WHICH THE SAID BUILDING STANDS	:	37 KATHA 01 CHHATAK or 0.61 ACRES
PLOT NUMBER	:	254, 255 [R.S] & 261 [L.R]
KHATIAN NUMBER	:	176/5 (Ka) [R.S] & 201, 202, 278 [L.R]
MOUZA	:	DABGRAM
J. L. NUMBER	:	02
PARGANA	:	BAIKUNTHAPUR
POLICE STATION	:	BHAKTINAGAR
HOLDING NUMBER	:	VL/100/A/18
WARD NUMBER	:	43 of S.M.C.
DISTRICT	:	JALPAIGURI
CONSIDERATION	:	<b>Rs. ....../-</b>

**1) SRI NARESH KUMAR AGARWAL,**

**2) SRI MANOJ AGARWAL,** Both sons of Late Motilal Agarwal, Hindu by faith, Indian by Nationality, business by occupation, resident of No. i) Pradhan Nagar, P.O & P.S. Pradhan Nagar, Pin-734003, S.D. & S.R.O. Siliguri in the district of Darjeeling & No. ii) Green view Apartment, P.O. Sevoke Road, P.S. Bhaktinagar, Pin-734006, S.R.O. Rajganj (presently Bhaktinagar) in the district of Jalpaiguri, represented in these presents by their constituted attorneys,

i) **SRI OM PRAKASH AGARWAL,** son of Late Puran Chand Agarwal, resident of Punjabipara, P.O & P.S Siliguri, Dist. Darjeeling,

ii) **SMT. MEENAKSHI AGARWAL,** wife of Sri Sujit Kumar Agarwal, resident of Ashrampara, P.O & P.S Siliguri, Dist. Darjeeling, [Power of Attorney being document no. I – 071102665, dated 16.04.2018, registered at A.D.S.R Bhaktinagar, Dist. Jalpaiguri] – hereinafter collectively referred to as “**THE VENDORS**” (Which expression shall unless excluded by or otherwise repugnant to the subject or context to be deemed to mean and include their heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART.**

**A N D**

[If the Allottee is a company]

\_\_\_\_\_ (CIN: [●]) a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●] (PAN: [●]), represented by its authorized signatory (Aadhar no. [●]) duly authorized vide Board resolution dated [●] (“Allottee”) (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 SECOND PART.

[OR]

[If the Allottee is a partnership firm]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●] (PAN: [●]), represented by its authorized Partner [●] (Aadhar No. [●]) duly authorized vide [●] dated [●] (“Allottee”) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the SECOND PART.

[OR]

[If the Allottee is an LLP]

[●] LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, (having LLPIN: [●], and PAN: [●]) having its registered office at [●], represented by its authorized partner [●] (Aadhaar No. [●] and PAN: [●]), son of [●], authorized vide [●], residing at [●], (“Allottee”) (which expression shall unless

repugnant to the context or meaning thereof bedeed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the SECOND PART.

[OR]

[If the Allottee is an individual]

Mr./Ms. [●] (Aadhaar No.: [●]) son / daughter of [●], aged about [●] years, residing at [●] (PAN:[●]), (“Allottee”) (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the SECOND PART.

[OR]

[If the Allottee is a HUF]

Mr. [●] (Aadhaar No. [●]) son of [●] aged about [●] years for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at [●] (PAN No.: [●]), (“Allottee”) (which express shall unless repugnant their respective heirs, executors, administrators and permitted assigns) of the SECOND PART.

(Please insert details of other Allottee(s) in case of more than one Allottee)

A N D

**‘OMSJ DEVELOPERS LLP’**, a partnership firm, having principal office at Asmi Kunj, Block-B, Jatin Das Sarani by Lane, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, represented in these presents by its Partners - 1) **SRI OM PRAKASH AGARWAL**, son of Late Puran Chand Agarwal, resident of Punjabipara, P.O & P.S Siliguri, Pin-734001, Dist. Darjeeling, 2) **SMT. MEENAKSHI AGARWAL**, wife of Sri Sujit Kumar Agarwal, resident of Ashrampara, P.O & P.S Siliguri, Pin-734001 Dist. Darjeeling, West Bengal - hereinafter called the **VENDOR/PROMOTER/DEVELOPER** (which expression shall mean and include unless excluded by or repugnant to the context its partners, successors-in-office, representatives, administrators and assigns) of the **THIRD PART**.

**WHEREAS** One Sri Tushar Kumar Ray, Son of Sri Promoda Nath Ray was the recorded owner of all that piece of parcel of raiyati vacant land measuring 9.80 (nine point eight zero) acres recorded in Khatian No. 176/5 (ka), comprised in Part of Plot No. 254 measuring 7.15 acres, Plot No. 255 measuring 1.10 acres and Plot No. 258 measuring 1.55 acres; total in three plots measuring 9.80 acres, the land situated at Mouza-Dabgram, Pargana-Baikunthapur, J.L No. 02, Sheet no. 07, S.M.C ward No. 43, P.O & P.S Bhaktinagar, S.R.O Rajganj in the District of Jalpaiguri having sole

marketable and transferable right, title and interest thereon free from all encumbrances and charges whatsoever.

**AND WHEREAS** Being Owner in such possession the above named owner Sri Tushar Kumar Ray expired at his residence leaving behind him five legal heirs; 1) Smt. Bodhurani Winifred Mary Ray (wife), 2) Smt. Robina Indra Ghosh (daughter), 3) Smt. Nila Spiller (daughter), 4) Smt. Sheila Ann Banerji (daughter), 5) Sri Tridib Kumar Ray (son), who inherited their husband's & father's schedule mentioned land having undivided 1/5<sup>th</sup> share each as per Hindu Succession Act, 1956.

**AND WHEREAS** the above named owners Smt. Bodhurani Winifred Mary Ray & others sold out the land measuring 22 Kathas 8 Chhataks or 0.3719 acres, comprised in Plot Nos. 254 & 255, R.S Khatian No. 176/5 (ka), R.S Sheet No. 07, Mouza Dabgram, P.S Bhaktinagar, District Jalpaiguri (through their constituted attorney Sri Amar Banerjee, Son of Late Rai Bahadur Bipul Banerjee of Hakimpara, Dist. Jalpaiguri vide two Power of Attorney, dated 20/08/1998 & 13/02/1998, both adjudicated by the Collector, Jalpaiguri) to one Sri Naresh Kumar Agarwal, Son of Late Motilal Agarwal of Pradhan Nagar, Siliguri, vide Sale Deed No. I-1301, dated 28/03/2000, registered at the Office of S.R.O Jalpaiguri, recorded in Book No. I, Being No.1301 for the year of 2000 and he duly mutated his name in the Record of Right vide M/C. No. IX – II / 45 / BLLRO / Raj / 2007 – 08, dated 12/07/2007 and recorded in survey vide Parcha Khatian No. 201 AND again sold out another piece of land measuring 14 Kathas 9 Chhataks or 0.2407 acres comprised in Plot Nos. 254 & 255, R.S Khatian No. 176/5 (ka), R.S Sheet No. 07, Mouza Dabgram, P.S Bhaktinagar, District Jalpaiguri (through their aforesaid attorney) to one Sri Manoj Kumar Agarwal, Late Motilal Agarwal of Pradhan Nagar, vide Sale Deed no. I-1302, dated 28/03/2000, registered at the Office of S.R.O Jalpaiguri, recorded in Book No. I, Being No.1302 for the year 2000 and he duly mutated his name in the Record of Right vide M/C. No. IX- II/46/BLLRO/Raj/2007-08, dated 12/07/2007 and recorded in survey vide Parcha Khatian No. 202 having sole permanent, heritable and transferable right, title and interest thereon free from all encumbrances and charges whatsoever.

**AND WHEREAS** being owners in such possession said Sri Naresh Kumar Agarwal gifted a portion of land measuring 10 Katha 2 Chhatak (comprised in part of plot No. 254 measuring 3 Katha 9 Chhatak and Plot No. 255 measuring 6 Katha 9 Chhatak out of his aforesaid total land measuring 22 Katha 8 Chhatak and Sri Manoj Kumar Agarwal gifted a portion of land measuring 2 Katha 3 Chhatak (comprised in part of plot No. 254 measuring 11 Chhatak and Plot No. 255 measuring 1 Katha 8 Chhatak out of his aforesaid total land measuring 14 Katha 9 Chhatak) total adjoining land measuring 12 Katha 05 Chhatak more or less in favour of Sri Shankarlal Agarwal, S/o Late Motilal Agarwal, by a Deed of Gift, registered on 14.08.2013 at the office of Additional District Sub – Registry Office Rajganj, Dist. Jalpaiguri and recorded in

Book No. I, Volume No. 22, at pages 5208 to 5220, Being No. 7306 for the year of 2013 and by virtue of aforesaid gift the above named Sri Shankarlal Agarwal acquired all that piece or parcel of land measuring 12 Katha 05 Chhatak more or less in his actual, Khas and physical possession of the said land, having permanent, heritable right, title and interest therein, free from all encumbrances and charges whatsoever. The said land has been recorded in the L.R Khatian No. 277, L.R Plot No. 261 of Mouza- Dabgram in the name of Sri Shankarlal Agarwal.

**AND WHEREAS** being Owner-in-such possession said Sri Shankarlal Agarwal sold out his aforesaid total land measuring 12 Katha 5 Chhatak, recorded in R.S Khatian No. 176 / 5 (ka) correspondence to L.R Khatian No. 277, comprised in part of R.S Plot No. 254 correspondence to L.R Plot No. 261 (land comprised area measuring 4 Katha 4 Chhatak) and R.S Plot No. 255 correspondence to L.R Plot No.261 (land comprised area measuring 8 Katha 1 Chhatak), Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, within ward No. 43 of S.M.C, District Jalpaiguri to OMSJ DEVELOPERS LLP, a partnership firm, represented by Sri Om Prakash Agarwal, son of Late Puran Chand Agarwal and Smt. Meenakshi Agarwal, wife of Sri Sujit Kumar Agarwal, vide Sale Deed No.2261 for the year 2018 dated 29/03/2018 registered at the Office of ADSR Bhaktinagar, Dist: Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, pages from 56154 to 56178 and sale deed no. 2411 for the year 2018 dated 05/04/2018 registered at the Office of ADSR Bhaktinagar, Dist: Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, pages from 59185 to 59211, having sole permanent, heritable and transferable right, title and interest thereon free from all encumbrances and charges whatsoever. The said land has been recorded in the L.R Khatian No. 278, L.R Plot No. 261 of Mouza- Dabgram in the name of OMSJ DEVELOPERS LLP.

**AND WHEREAS** thus said 1) Sri Naresh Kumar Agarwal, 2) Sri Manoj Agarwal, both sons of Late Motilal Agarwal of Siliguri and 3) OMSJ DEVELOPERS LLP, a partnership firm, represented by Sri Om Prakash Agarwal, son of Late Puran Chand Agarwal and Smt. Meenakshi Agarwal, wife of Sri Sujit Kumar Agarwal became the absolute owners of the total land measuring 37 Katha 01 Chhatak or 0.61 Acres, appertaining to Plot No. 254,255 (R.S), 261 (L.R), recorded under Khatian No. 176/5 (Ka) (R.S), 201,202,278 (L.R), situated within Mouza - Dabgram, J.L No. 02, Sheet No. 07 (R.S), 14 (L.R), Pargana- Baikunthapur, Ward No. 43 under Siliguri Municipal Corporation, within the jurisdiction of Police Station - Bhaktinagar, in the District of Jalpaiguri, having permanent heritable and transferable right title and interest therein free from all charges and encumbrances whatsoever.

**AND WHEREAS** upon the application/s for mutation of the holding in the names of the Vendors, the Commissioner, Siliguri Municipal Corporation called for deposit of mutation fee and upon payment thereof, the said land, identified as Holding Nos. VL/100/A/18 within Ward No. 43 of Siliguri Municipal Corporation

**AND WHEREAS** the Vendors have been duly paying the municipal taxes and the land revenue in respect of the said land to the appropriate authorities.

**AND WHEREAS** the Vendors, being desirous of constructing a residential multi storied building at the said land applied for Land Use Compatibility Certificate and submitted a site plan. Land Use Compatibility Certificate vides Memo No. 313/LUCC/SJDA dated 10.10.2012 was issued to the Vendors by the Siliguri Jalpaiguri Development Authority.

**AND WHEREAS** a building plan for construction of a parking + five storied (P+5) residential building at the said land was duly submitted by the Vendors and the same was sanctioned by the Commissioner, Municipal Corporation vide Plan No. 383 Siliguri sanctioned on 23.07.2019. Water connection in respect of the construction at the said land have also been granted by the Siliguri Municipal Corporation upon receipt of the requisite fee.

**AND WHEREAS** 1) Sri Naresh Kumar Agarwal, 2) Sri Manoj Agarwal being desirous of constructing a residential complex but not having sufficient and adequate funds, resources and expertise in the sphere of construction have approach OMSJ DEVELOPERS LLP, a partnership firm, represented by Sri Om Prakash Agarwal, son of Late Puran Chand Agarwal and Smt. Meenakshi Agarwal, wife of Sri Sujit Kumar Agarwal who are Developer by profession to promote a residential complex on the aforesaid total land by amalgamating all of their respective plots and they have also entered into a registered Development Agreement, dated 09.04.2018 and registered in the office of the Addl. Dist. Sub-Registrar at Bhaktinagar, Dist. Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, Page from 61255 to 61283, Being No. 071102491 for the year 2018 along with a registered General Power of Attorney, dated 16.04.2018 and registered in the office of the Addl. Dist. Sub-Registrar at Bhaktinagar, Dist. Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, Page from 66077 to 66097, Being No. 071102665 for the year 2018.

**AND WHEREAS** thereafter in accordance with the provisions of the said development agreement the Promoter/Developer/Vendor has already completed the construction work upon the said premises i.e. the land measuring 37 Katha 01 Chhatak or 0.61 Acres as per approved building plan being No. 383 dated 23.07.2019 for Parking plus five storied residential building(s) duly sanctioned by Siliguri Municipal Corporation and named the said residential complex as “**VYOM RESIDENCY**” and the Vendors herein through the Developer/Promoter/Vendor have offered flats/units and garage/s comprised in the said building for sale to prospective Purchaser/s along with the proportionate share or interest in the said land on which the said building stands, the proportionate share or interest to be determined according to the constructed area comprising the unit proportionate to the total constructed area on the said land.

**AND WHEREAS** upon receiving the Building Plans the Promoter/Developer/Vendor has registered the Project under the provisions of the Act with Real Estate Regulatory Authority at .....on ..... under Registration No. ...., and has procured registration certificate dated..... bearing No..... in relation to the Project.

**AND WHEREAS** The Purchaser has approached the Promoter/Developer and desired to purchase the a residential unit/**flat** in the ..... **Floor** at the **Rear Portion** of Block-..... along with a **garage** measuring ..... **Sq.Ft.** at the **ground floor** of the said building namely “**VYOM RESIDENCY**” standing on the Schedule “A” land along with the proportionate undivided share in the Schedule “A” land for reasonable consideration and the purchaser has entered into an Agreement registered in the office of the.....in Book No.....Volume No..... page....., having Deed No.....of....., with the promoter/developer whereby the promoter/developer has agreed to sell, convey and transfer to the purchaser the Unit and Appurtenances. (the flat and garage hereinafter referred as the “Apartment” more fully described in Schedule ‘B’ given below)

**AND WHEREAS** the Vendors /First Party have offered for sale the **flat** measuring ..... **Sq.Ft.** situated in the ..... **Floor** at the ..... **Portion**, identified as **Flat No.** “.....”of Block-..... and a **garage** measuring ..... **Sq.Ft.** at the **ground floor** in a sharing proportional way of the said building along with the proportionate share of the Schedule “A” land and the common areas and facilities attached to the flat and garage as specifically described in the Schedule “B” and “C” hereunder written for a consideration of **Rs.** ...../- (**Rupees** .....) only unto and in favour of the *Purchasers*.

**WHEREAS** the *Purchasers* have agreed to purchase the said **flat** situated in the ..... **Floor** at the ..... **Portion**, identified as **Flat No.** “.....” measuring ..... **Sq.Ft.** of Block-..... and a **garage** measuring ..... **Sq.Ft.** at the **ground floor** in a sharing proportionate way hereinafter called the said **flat** and **garage** of the said building along with proportionate share of the Schedule “A” land (more fully described in Schedule ‘B’ given below) at or for a consideration of **Rs.** ...../- (**Rupees** .....) only free from all encumbrances.

**AND WHEREAS** the Vendors requested the *Purchasers* to make all payments towards the consideration money for the said **flat** and **garage**, i.e. the Schedule ‘B’ property to the Developer/Promoter/Vendor and accordingly the Vendors have already received from the *Purchasers*, the sum of **Rs.** ...../- (**Rupees** .....) only as full and final payment towards the consideration of the below Schedule ‘B’ property.



**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. THAT in pursuance of the aforesaid offer, acceptance and agreement and in consideration of the sum of *Rs.* ...../- (*Rupees* .....) only paid by the *Purchasers* to the Vendors, being the full amount of the consideration money (receipt whereof is hereby admitted and acknowledged by the vendor and they do hereby acquit, release and forever discharge the *Purchasers* and the property hereby conveyed from the payment thereof) the Vendors do hereby grant, transfer, convey, assign and assure unto and in favour of the *Purchasers* of ALL THAT the said *flat* being *Flat No.* “.....”, measuring ..... *Sq.Ft.*, more or less situated in ..... *Floor* at ..... *Portion* of Block-..... and a *garage* measuring ..... *Sq.Ft.* at the *ground floor* in a sharing proportionate way, hereinafter called the said *Apartment* of the building known and named as “**VYOM RESIDENCY**”, along with the proportionate share of the Schedule “A” land (being the property hereby conveyed, more fully described in the Schedule “B” hereunder written) TOGETHER with all rights and benefits in respect of all the common parts, common amenities and the common conveniences relating thereto as specifically described in the Schedule “C” hereunder written for the beneficial use and enjoyment of the same AND together with all rights, liberties, privileges, easements and appurtenances whatsoever to the said property hereby conveyed or belonging or in any way appertaining thereto or usually held or occupied therewith or reputed to belong or be appurtenant thereto AND all the estate, right, title interest, claim and demand whatsoever of the Vendors into or upon the same and every part thereof TO HAVE AND TO HOLD the same unto and in favour of the *Purchasers* forever and absolutely free from all encumbrances assuring the payment of the proportionate share of the common expenses for the maintenance and upkeep of the building and the common parts thereof and of the municipal taxes, levies and other charges appertaining to the said land and building mentioned hereunder from time to time and subject to the terms, covenants and conditions hereinafter contained.
2. THAT the *Purchasers* have examined and inspected the titles of the Vendors and the building plan duly approved by the Siliguri Municipal Corporation and have also seen and inspected the construction of the building as on the date of execution of these presents and have satisfied *themselves* about the titles of the Vendors and the standard of construction of the building including the said *Apartment* and have thereupon agreed to purchase, expressed so to be the said *Apartment*.
3. THAT notwithstanding any acts, deeds, matters or things by the Vendors or by any of their attorney, ancestors or predecessors in title done, executed or knowingly suffered or permitted or suffered to the contrary, the Vendors herein are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the Schedule “B” property hereunder written and hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition,

use, trust or other thing whatsoever to alter, defeat, encumber or make void the same AND THAT NOTWITHSTANDING any such acts, deeds, matters or things whatsoever as aforesaid the Vendors herein now have good right, full power and lawful and absolute authority to sell, grant, convey, transfer, assign and assure the said Schedule "B" property hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the *Purchasers* absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever AND THAT the *Purchasers* shall and may at all times hereafter peacefully and quietly possess and enjoy the said Schedule "B" property and every part thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors herein or any person or persons lawfully or equitably claiming from, under or in trust for them or under any of their ancestors or predecessors in title.

4. THAT the Vendors herein further covenant with the *Purchasers* that if for any defect in the title or of any act of the Vendors or any person or persons claiming from, under or in trust for them or under any of their ancestors or predecessors in title, the *Purchasers* be at any time deprived of the ownership, possession or enjoyment of the Schedule "B" property hereby sold, granted, conveyed, transferred, assigned and assured unto the *Purchasers*, the *Purchasers* shall be entitled to claim the full amount of the consideration money or the proportionate amount thereof, as the case may be along with interest thereon at the prevailing bank prime lending rate from the date of deprivation or dispossession thereof, for such deprivation or dispossession from the whole or any part of the Schedule "B" property, as the case may be.
5. THAT the Vendors herein hereby declare and covenant with the *Purchasers* and confirm that there exists no mortgage, charge, attachment or encumbrances whatsoever on the Schedule "B" property hereby sold and conveyed or any part thereof and that the Vendors herein have not entered into any binding contract with any other person/persons for sale or transfer of the Schedule "B" property or any part thereof and there is no such contract existing on the date of execution of these presents and that the Vendors herein are lawfully entitled to transfer the possession of the said Schedule "B" property as on the date of these presents.
6. THAT the Vendors herein shall from time to time and at all times hereafter upon every reasonable request and at the cost of the *Purchasers* make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for better or more perfectly assuring/transferring the Schedule "B" property unto the *Purchasers* in the manner aforesaid as shall or may be reasonably required. The Vendors shall not be liable for any loss caused by fire, riot, strikes, and earthquakes or due to any other such cause whatsoever after handing over the possession of the Schedule "B" property to the *Purchasers*.

7. THAT the Vendors herein and the *Purchasers* for the interest of each other respectively shall be liable to assign all documents and instruments and do all acts, deeds and things as any of them may be required to do for safeguarding their respective interests or common interests or for the purpose of complying with any law for the time being in force.
8. THAT the *Purchasers* at all times hereafter shall regularly and punctually make payment of the proportionate share of all corporation taxes and other outgoings, taxes, cesses and impositions with respect to the Schedule "B" property from the date of making over possession thereof, or other taxes, impositions and outgoings which may be imposed or become payable in respect thereof till the said unit/ *Apartment* are not separately assessed, to the Vendors herein against valid receipt to be issued by the Vendors herein.
9. The *Purchasers* shall immediately after the date of execution of these presents apply for and obtain mutation of the said property as described in Schedule "B" below from the Siliguri Municipal Corporation and the appropriate Land & Land Reforms authority and shall also obtain separate assessment thereof. The Vendors herein shall do all that is or may become necessary to enable the *Purchasers* to apply for and obtain mutation of the below Schedule "B" property and to obtain separate assessment thereof.
10. THAT the *Purchasers* shall keep the below Schedule "B" unit/*Apartment* and its parts as well as other parts, entrances, sewers, drains, pipes, cables and electrical fittings in perfect and proper condition and for *their* purpose it is obligatory on the *Purchasers* part to become a member of the Society/committee/association responsible to look after the repair and maintenance of the building and to pay the monthly charges regularly.
11. THAT the *Purchasers*, so as bind the owner for the time being of the said unit *Apartment* and the undivided proportionate share of land as described in Schedule "B" below, and so that *their* covenant shall be for the benefit of the said building and other units therein and every part thereof, hereby covenant with the Vendors and with the owners of the other units comprised in the said building that the *Purchasers* and all other persons deriving title under *their* will at all times hereafter observe the restrictions, herein below mentioned:
  - a) Not to use the said unit / *Apartment* hereby sold / transferred nor permit the same to be used for any purpose whatsoever other than residential nor for any purpose from which a nuisance can arise to the Vendors, owners and occupiers of the other units comprised in the said building or in the neighborhood nor for any illegal or immoral purpose.
  - b) Not in any way to obstruct nor cause to be obstructed the common passages, landing areas, roofs or staircases of the said building or any part thereof nor

store therein any rubbish or other materials, goods or furniture nor to do or cause to be done nor allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common conveniences of the said building is in any way prejudicially affected or vitiated.

- c) Not to decorate the exterior of the said unit/*Apartment* hereby sold/transferred and/or change the outer colour scheme and elevation, otherwise than in the manner as agreed to by a majority (in accordance with the area owned) of the owners of the units comprised in the said building, or failing such agreement, in the manner in which the same was previously decorated.
  - d) Not to throw or accumulate any dirt, rubbish, waste or refuse nor permit the same to be thrown or accumulated in the said unit/*Apartment* hereby sold/transferred and/or in its vicinity or in any portion of the said building.
  - e) Not to alter / change the basic structure of the said unit/*flat* and *garage* hereby sold / transferred nor to do anything which may result in the damage and/or deterioration of the same as also other parts of the said building.
  - f) Not to park any vehicle/s in any part of the Schedule "A" land.
  - g) Not to do or permit to be done any act or thing which may render void or voidable any policy of Insurance of any unit or any part of the building or may cause an increase in the premium payable in respect thereof.
  - h) Not to change the name of the building from "**VYOM RESIDENCY**" to any other name.
12. THAT it will be the common responsibility of the *Purchasers* to keep the said unit / *Apartment* hereby sold/transferred in good condition and substantial repair as necessary to form such support and protection to the other parts of the said building with the other co-owners/co-occupants of the building.
13. THAT the *Purchasers* shall maintain and keep the said unit/ *Apartment* hereby sold/transferred in good and perfect condition and effective repairs at *their* own costs and expenses and shall abide by all laws, bye-laws, rules and regulations of the appropriate authorities, including the Siliguri Municipal Corporation and/or any other local body and shall attend, answer and be responsible for all deviations, violations and breach of any of the conditions or laws or rules and regulation and shall observe and perform all the terms and conditions herein contained and shall not make any structural addition or alteration in the building or erect brick partition.
14. THAT the *Purchasers* hereby covenant with the Vendors herein that the *Purchasers* shall have the common right of use of the top roof/terrace of the said building along with the other occupants/owners of respective units/flats and garage/s of the said building and the Society or Association, to be formed amongst the *Purchasers* and co-owners in the said building, shall be entitled to repair the

terrace and roof of the said building including the parapet walls at their own cost or charge and decide upon the manner, extent and limitations of user of the top roof/terrace of the building for the common convenience of the owners/occupants of respective flats/units of the said building.

15. THAT the *Purchasers* shall contribute and pay the proportionate part of the cost of maintenance and upkeep of the common areas and facilities.
16. THAT if the *Purchasers* commit default in the payment of *their* proportionate share of the common expenses/costs, *they* shall not be entitled to enjoy the common facilities of the said building until the arrears are completely paid by *them* to the Vendors herein or the Association or Society of the occupiers/owners, if any at the relevant time, of the said building.
17. THAT the *Purchasers* shall not do any act, deed or thing whereby the Vendors herein are prevented from selling, conveying, transferring, assigning or disposing of unsold area of the said building or any part thereof and/or rights, interest and title therein or appurtenances thereto and similarly the Vendors herein shall not do any act, deed or thing whereby the *Purchasers* are prevented from selling, transferring, assigning or disposing of *their* rights, interest and title in the Schedule "B" property hereby sold/transferred along with common facilities of the building in terms of the scheme and subject to the restrictions envisaged in these presents.
18. THAT the possession of the said unit/*Apartment*, more fully described in Schedule "B" hereunder written, have already been delivered by the Vendors herein to the *Purchasers* and the *Purchasers* hereby acknowledge the same.
19. THAT the *Purchasers* shall not have any exclusive right or claim in the common areas of the said building as described in Schedule "C" hereunder written and shall not have any right or claim in the other units, flats, garage spaces allotted to other Purchasers/owners of the said building except a proportionate undivided share in the said land, nor any right to make any structural change or alteration, nor to alter or modify the situation or location of the interior walls, toilets, doors, windows and grill etc. of the unit/*Apartment* save and except the rights in the said unit/*Apartment* together with the rights and benefits of the common parts, common easements, quasi-easements, benefits, privileges and advantages appertaining thereto hereby conveyed or granted under these presents. It is thereby agreed that the Vendors herein shall be entitled to sell the Ground floor premises in the said building for the purpose of using the same as coaching classes and for any other business purpose. The *Purchasers* shall have No Objection to the user of such premises or the aforesaid purpose and the *Purchasers* shall not claim for any extra parking in the ground floor of the premises. It is agreed that the *Purchasers*

shall at all material times own and hold the said land on which the said building stands jointly with the other co-owners and such right or interest shall remain impartible for all intents and purposes.

20. THAT the Vendors herein shall co-operate with the *Purchasers* to enable the *Purchasers* to procure electric connection in the said unit/*Apartment*, hereby sold/transferred, at the cost of the *Purchasers*, and the Vendors and other occupants/owners of the other units of the said building shall not raise any objection thereto nor object in respect of the electricity connection being drawn through the common areas of the said building. Additional charge for installation of transformer, if required, shall be borne by the *Purchasers* and other co-owners of the building.
21. THAT the *Purchasers* for *themselves/their* executors, administrators and assigns do hereby covenant with the Vendors herein and/or other owners of the units in the said building that the *Purchasers* shall abide by the bye-laws of the Society/Committee/Association of the owners of the building and shall bear and pay *their* proportionate share or part in the common expenses required by the association of the owners, namely :-
- a. The expenses of maintaining, repairing, redecorating etc. of the main structures, gutter and rain water pipes of the building, water pipes, sanitary pipes and electric pipes, wires and installations in under or upon the building and enjoyed or used by the *Purchasers* in common with the Vendors herein and other owners/occupiers of other units (as the case may be), and the main entrance, passages, landings and staircase of the building as enjoyed by the *Purchasers* and used by the *Purchasers* in common as aforesaid and the boundary walls, pavements, electrical installations of the building compound.
  - b. The costs of cleaning and lighting the passages, landings, staircase and other parts of the building as enjoyed or used by the *Purchasers* in common as aforesaid.
  - c. The costs of decorating the exterior of the building.
  - d. The costs of the salaries of caretakers, clerks, bill collectors, chowkidars, sweepers etc.
  - e. The costs of working and maintenance of pump, equipments, lights etc. Moreover the renewal cost of the fire license shall be borne by the *Purchasers* and the other co-owners of the said building.
  - f. Capital or recurring expenditure for replacement of all or any item comprised in the general common areas and facilities.
  - g. Capital or recurring expenditure for replacement and/or repair of such common utilities such as over-head tank and other equipments whatsoever which are or may be installed or situated in any portion of the said building.

- h. Such other expenses as are deemed by the Vendors and owners / occupiers of the building (as the case may be), necessary or incidental for the maintenance and upkeep of the building and/or general common areas and facilities.
- i. THAT the *Purchasers* acknowledge upon execution of these presents that no agreement, condition, stipulation, representations, guarantee or warranty whatsoever have been made or given by the Vendors herein and/or other than what have been specifically set forth herein.
- j. THAT the *Purchasers* shall not raise any objection nor create any obstruction in the extent and nature of use and occupation of the unsold portions of the building by the Vendors, their attorney or persons claiming under or through them.

#### **SCHEDULE "A"**

##### *(Schedule of the entire land)*

All that piece or parcel of homestead land measuring 37 Katha 01 Chhatak or 0.61 Acres, appertaining to R.S Plot No. 254,255 correspondence to L.R Plot No. 261, recorded under R.S Khatian No. 176/5 (Ka) correspondence to L.R Khatian No. 201,202,278, situated within Mouza - Dabgram, J.L No. 02, R.S Sheet No. 07 correspondence to L.R Sheet No. 14, Pargana- Baikunthapur, Ward No. 43 under Siliguri Municipal Corporation, within the jurisdiction of Police Station - Bhaktinagar, in the District of Jalpaiguri, A.D.S.R Office – Bhaktinagar, District – Jalpaiguri at Rajpath Road, Dabgram, within Ward No. **43** of Siliguri Municipal Corporation.

The said premises is butted and bounded as follows:-

- On the North : By Sold land of Bodhurani Winifred & Others;
- On the South : By Land of Anil Kumar Agarwal;
- On the East : By Land of Plot No. 373 in R.S Sheet No. 07;
- On the West : By 24 Feet Wide S.M.C Road.

#### **SCHEDULE "B"**

All that piece or parcel of residential *flat* being identified as *Flat No.*.....” measuring about ..... *Sq.Ft.* or ..... Square Meter situated in the ..... *Floor* at ..... *Portion* of **Block**-..... and a *garage* measuring ..... *Sq.Ft.* at ..... *Portion* (having ..... floor) of the **ground floor** in a sharing proportionate way for parking purpose only of the parking + five storied (P+5) building named “**VYOM RESIDENCY**”, along with the proportionate undivided share of the Schedule “A” land whereupon the aforesaid building stands. The garage shall be used for parking vehicles only and shall not be used for any commercial or non-residential purpose.

**SCHEDULE “C”**

**(DESCRIPTION OF THE COMMON AREAS AND THE COMMON USERS)**

- a) All the staircase, landings;
- b) Top roof / terrace of the building;
- c) All the electrical fittings of the staircase and landings;
- d) All the drains, sewers and rain water pipes;
- e) All the overhead water tanks;
- f) All the well, water pumps and common running water pipe lines;
- g) All the pathways, gardens, main entrance and boundary walls;
- h) Generator, if installed;
- i) The Lift;
- j) All vacant space of the Schedule “A” land, excepting the car parking space.

**IN WITNESS WHERE OF THE VENDORS, DEVELOPER/PROMOTER AND THE PURCHASERS** have put their respective seals, hands & signatures to these presents on the day, month and year first above written.

**WITNESSES:**

1.

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*(Signature of the Vendors)*  
*For Sri Manoj Agarwal*  
*Sri Naresh Kumar Agarwal*  
*Represented by their Attorney/s*  
*Sri. OM PRAKASH AGARWAL*  
*Smt. MEENAKSHI AGARWAL*

2.

.....

(Signatures of the Purchasers)

.....

(Signature of the Developer)

***Drafted under the instruction of the parties and prepared and printed in my chamber:***

.....

***Advocate, Siliguri***