

DEED OF CONVEYANCE

This Conveyance Deed ("Deed") executed on this ____ (Date) day of ____
(Month), 20____,



Rajpal Aggarwal

**For SELF &
AS A PARTNER OF
DWARIKA ENTERPRISES**

SRI RAM GOPAL AGARWAL, (PAN- ACIPA3185E) Son of Late Satya Narayan Agarwal @ Jajodia, Hindu by religion, Indian by Citizenship, Business by occupation, resident of Station Feeder Road, P.O & P.S Siliguri, Dist. Darjeeling, Pin-734005, hereinafter referred to as the "**VENDOR**" (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 **ONE PART**.

DWARIKA ENTERPRISES, (PAN-AAMFD4663L), A Partnership Firm, having its office at S.F. Road, P.O & P.S Siliguri, Dist-Darjeeling, Pin-734005, represented by one of its Partner namely **SRI RAM GOPAL AGARWAL**, (PAN- ACIPA3185E) Son of Late Satya Narayan Agarwal @ Jajodia, Hindu by religion, Indian by Citizenship, Business by occupation, resident of Station Feeder Road, P.O. & P.S Siliguri, Dist. Darjeeling, Pin-734005, in the State of West Bengal, hereinafter referred to as the "**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 **SECOND PART**.

AND



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[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/PURCHASER") (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 THIRD 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/PURCHASER") (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 THIRD 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/PURCHASER") (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



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survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the THIRD PART.

[OR]

[If the Allottee is an individual] Mr./Ms. [●] (Aadhaar No.: [●]) son / daughter of [●], aged about [●] years, residing at [●] (PAN: [●]), ("ALLOTTEE/PURCHASER") (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 THIRD 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/PURCHASER") (which express shall unless repugnant their respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

WHEREAS the **SRI RAM GOPAL AGARWAL** hereof became the sole and absolute owner-in-possession of the land measuring **3.0447 acres**, appertaining and forming part of R.S Plot No. 3258, 3264, 3239, 3236, recorded in R.S Khatian No. 1273, 1615, 1258, under Mouza – Siliguri, J.L. No.110(88), P.S. Siliguri, Dist. Darjeeling, in state of West Bengal, by virtue of Deed of Gift being document No. **I-3051**, dated-22.10.2003, registered in the office of the A. D.S.R. Siliguri, Dist. Darjeeling, recorded in Book No. 1, CD Vol. No. 74, Page from 167 to 176, for the year 2003, having all permanent, heritable and transferable rights, title and interest therein.

Ram Agarwal

**For SELF &
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WHEREAS the **SRI RAM GOPAL AGARWAL** hereof also became the sole and absolute owner-in-possession of the land measuring **0.25 acres**, appertaining and forming part of R.S Plot No. 3259, 3260, 3261, recorded in R.S Khatian No. 2071, under Mouza – Siliguri, J.L. No.110, P.S. Siliguri, Dist. Darjeeling, in state of West Bengal, by virtue of Deed of Sale being document No. **I-2445**, dated- 07.05.1976, registered in the office of the Sub-Registrar Siliguri, Dist. Darjeeling, for the year 1976, having all permanent, heritable and transferable rights, title and interest therein.

WHEREAS the **SRI RAM GOPAL AGARWAL** hereof also became the sole and absolute owner-in-possession of the land measuring **8 Katha 6 Chattak 39 Sq. ft.**, appertaining and forming part of R.S Plot No. 3260, 3259, recorded in R.S Khatian No. 1257, under Mouza – Siliguri, J.L. No.110(88), P.S. Siliguri, Dist. Darjeeling, in state of West Bengal, by virtue of Deed of Gift being document No. **I-1843**, dated-31.03.2006, registered in the office of the A. D.S.R. Siliguri, Dist. Darjeeling, recorded in Book No. 1, CD Vol. No. 56, Page from 15 to 24, for the year 2006, having all permanent, heritable and transferable rights, title and interest therein.

WHEREAS in view of the above, the owner of the one part is now the absolute owner and in their khas physical possession of all that piece or parcel of land measuring 39 Katha 11 Chhataks & 4 Sq. ft. as fully described in the Schedule- 'A' appended herein below (which is subject to these presents) and he has got permanent heritable and transferable right, title and interest therein, free from all encumbrances, charges, attachment, lispendences and trust whatsoever and howsoever.



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AND WHEREAS in order to have optimum use of their aforesaid land the Vendor decided to develop the said land by constructing a multi storied commercial building and thus entered into a development agreement with the Developer namely "**DWARIKA ENTERPRISES**", on mutually agreed terms and conditions on dated 01.08.2019, which was duly registered in the office of Addl. Dist. Sub Registrar, Siliguri, Dist- Darjeeling, being documents No. **I-815, Dated- 05.06.2020**, recorded in Book-I, Vol No. 0402-2020 Page from 29489 to 29522, for the year 2020.

AND WHEREAS the Second party/Vendor for construction of multi storied building on the said land prepared a Building Plan and got the same approved from Siliguri Municipal Corporation Vide Plan No. **508** dated **16.07.2019**.

AND WHEREAS according to the Building plan the Vendor constructed the said multi storied buildings consisting of several flats, shops, office and parking spaces on the said land.

AND WHEREAS the Vendor formulated a scheme to enable a person/party intending to have own unit or premises in the said Building along with undivided proportionate share or interest in the land on which the said Building stands.

AND WHEREAS the Vendor has decided to sell and offered for sale one Flat/Shop/Office/Parking premises measuring _____ sq. ft. (approx.) at _____ **FLOOR** being Flat No. _____ including super built up area of the said multi storied building known as "**DWARIKA GARDEN**" along with one car parking space at ground floor of the said building together with proportionate undivided interest appurtenant to the



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said flat and parking space in the common areas and facilities of the building and said piece of land, more particularly described in the Schedule-'B' below at or for a consideration of Rs., _____/-(Rupees _____) only.

AND WHEREAS the Purchasers being in need of a ownership flat for residential cum Commercial use in the locality where the aforesaid building is situated and after inspecting the document of title of the vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the vendor as fair and reasonable has agreed to purchase from the vendor the said flat, and two Parking Spaces, more particularly described in the **Schedule - "B"** given herein under with undivided common share or interest in the stairs, open space, toilet, well, open top roof and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges liens lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole absolute, exclusive, transferable and irrevocable right, title and interest for the said flat and parking spaces and with other common shares for a valuable consideration of Rs. _____/- (Rupees _____) only.

AND WHEREAS the vendor agreed to execute the deed of conveyance of the said flat, Parking spaces in favour of the Purchasers for effectually conveying the right, title and interest in the said flat and parking spaces for a consideration of Rs. _____/- (Rupees _____) only on conditions mentioned herein under.



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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1] That in consideration of a sum of Rs. _____/- (Rupees _____) only paid by the Purchasers to the vendor by cheque, the receipt of which the vendor does hereby acknowledge and grants full discharge to the Purchasers from the payment thereof and the vendor does hereby convey and transfer absolutely the said flat premises measuring _____ sq. ft. at _____ floor and one car parking spaces at ground floor, fully described in the **Schedule - "B"** appended herein under, to the Purchasers who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2] That the Purchasers have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the **COMMON PORTIONS & AREAS** and the **COMMON PROVISIONS & UTILITIES** AND have also seen and inspected the construction work of the Building and have satisfied themselves about the standard of construction thereof including that of the said residential cum Commercial flat, parking space purchased by the Purchasers and shall has 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 & UTILITIES**.

3] That the Purchasers shall have all rights, title and interest in the property sold and conveyed to them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the vendor or any body claiming through or under them and all the rights, title and interest which vested in the vendor with respect to the **Schedule - "B"**



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property shall henceforth vest in the Purchasers to whom the said property have been conveyed absolutely.

4] That the vendor declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the vendor have not previously transferred, mortgaged, contracted for sale or otherwise the said below **Schedule - "B"** property 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 make 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 Purchasers may suffer or sustain in resulting there from.

5] That the vendor further covenant with the Purchasers that if for any defect of title or for any act done or suffered to be done by the vendor, the Purchasers are deprived of ownership or of possession of the said property described in the **Schedule-B** below or any part thereof in future, then the vendor shall forthwith return to the Purchasers the full or proportionate part or the consideration money as the case may be together with interest @ 12% p.a. from the date of such deprivation of ownership or of possession and the vendor shall further pay adequate compensation to the Purchasers for any other loss or injury which the Purchasers may suffer or sustain in consequence thereof.

6] That the vendor do hereby covenant with the Purchasers 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 residential cum Commercial flat, parking space as fully described in the **SCHEDULE - "B"** given below to the Purchasers in the manner as aforesaid and the



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Purchasers shall hereinafter peacefully and quietly possess and enjoy the aforesaid property without any obstruction and/or hindrance whatsoever.

7] That the Purchasers 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.

8] That the Purchasers will obtain their own independent electric connection from the W.B.S.E.D.C.L., Siliguri for their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchasers, the vendor shall have no responsibility or any liability in this respect.

9] 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 Purchasers to the property hereby conveyed at the cost of the Purchasers.

10] That the Purchasers shall has right to get their names mutated with respect to the said **Schedule-"B"** property 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 municipal taxes as may be levied upon them from time to time though the same has not yet been assessed.

11] That the Purchasers shall has the right to sale, gift, mortgage or transfer otherwise the ownership of the **Schedule -"B"** property or let-out, lease-out the **Schedule -"B"** property to whomsoever.

12] That the Vendors has already delivered the possession of the said Flat & Parking Space to the Purchasers and the Purchasers hereby acknowledges the same.



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13] That the Purchasers shall pay all taxes after taking delivery the possession of the said Flat & Parking Space and the Vendors is not liable to pay any tax which is levied upon the Purchasers.

14] That the Purchasers shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants/owners of the said building.

15] That the Purchasers shall be liable to pay taxes on such amount of the consideration as may be applicable under the relevant Rules framed by the Government authorities from time to time.

16] That the Purchasers shall have proportionate right, title and interest in the **schedule-'A'** land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

17] 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 **Schedule-"B"** property.

18] That the vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the **Schedule - "B"** property except for unsold portion of the building which shall be borne by the vendor proportionately with all the Purchasers unless separately levied upon and charged for.

19] That the Purchasers shall permit entry at all reasonable times to the Vendors and/or its authorized or technical person for one or more of the purposes of inspecting, examining, checking, testing constructing developing preparing, running, repairing, altering, modifying, installing erecting, fixing, any thing whatsoever in the said complex. However



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incase of any alteration or modification in the Flat & Parking, There will be no changes made with regard to the outer area or common area of the said building premises. In case of any unfortunate happening in the building on context to the purchaser/s by changes of any walls or dimensions the whole liability will be levied on the purchaser/s and the vendor shall not be liable for it AND all the input Tax credit (ITC) benefits are given in the rate itself and the purchasers has agreed to the same and has no further claims.

20] That the upkeep and maintenance of the **COMMON PORTION & AREAS** as well as the **COMMON PROVISIONS & UTILITIES** shall be looked after by the vendor till accommodation for all residential cum Commercial flats in the **BUILDING** are sold and thereafter the **OWNERS** or **OCCUPANTS** of different residential cum Commercial flats of the building shall form and constitute an Apartment owner's Association by framing a proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential cum Commercial apartment and as soon as the **OWNERS** or **OCCUPANTS** form and constitute such Association all the rights and liberties as well as the duties and obligation of the vendor in respect of the maintenance and upkeep of the **COMMON PORTIONS & AREAS** and the **COMMON PROVISIONS & UTILITIES** including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the **BUILDING** shall vest into and devolve upon such Apartments owner's Association.

21] That the Purchasers shall be entitled to use and pay such proportionate charges for common facility if any, such, as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, choulidar, etc. as will be determined by the vendor from time to time till the time an executive body or any other authority of



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25] That the Purchasers 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 Purchasers shall be fully responsible for it, the vendor shall not be held responsible in any manner whatsoever.

26] That it is hereby specifically declared that use of personal generator (heavy and/or causing vibration) of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential cum Commercial flat of the building save the battery operated inverter.

27] That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchasers and the vendor or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to court at Siliguri.

SCHEDULE "A"
(LAND)

All that piece or parcel of Bastu vacant land measuring 39 Katha 11 Chhataks & 4 Sq. ft. appertaining and forming part of R.S. Plot No. 3258 (land measuring 23 katha), 3259 (land measuring 10 katha 11 chhatak 4 sq. ft.) & 3260 (land measuring 6 katha), recorded in R.S. Khatian No. 1672, 1273 & 1257, under Mouza - Siliguri, J.L. No. 110(88), P.S. Siliguri, Dist. Darjeeling, in state of West Bengal. Situated at Khalpara, Siliguri.

The said land is butted and bounded as follows:

On the North : Land of Jajodia Market Bhawan;
On the South : Land & House of Pawan Kr Jajodia;
On the East : 23 Feet Wide Road;
On the West : 20 Feet Common Passage.



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the building is formed to take care of the common maintenance of the building.

22] That in case the Purchasers make default in payment of the proportionate share towards the **COMMON EXPENSES** (described in the **Schedule - "C"** given herein under) within time allowed by the vendor or the Apartment Owners Association the Purchasers shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate vendor or the Association acting at the relevant time for any loss or damage suffered by the vendor or the Association in consequence thereof.

23] That the Vendor shall have all the right, title and interest over the top roof, terrace of the building and shall be entitled to install any sort of tower for which the Purchasers shall have no objection. That the Vendor shall have the absolute right, title, and interest over the same and can sell, lease or construct on the top roof of the building and use the top roof in any manner whatsoever including installation of any sort of tower, dish antenna, etc. That the vendor shall have full right to use the outer portion/exterior of the building for the purpose of the advertisement/display & the Purchasers shall have no right in the said top roof of the building.

24] That the Purchasers shall not encroach upon any portion of the land or building carved out by the vendor for the purpose of road, landings, stairs or other community purpose/s and in the event of any encroachment, the vendor or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchasers shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.



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 AS A PARTNER OF
 FOR SELF &

SCHEDULE - 'B'**(Flat to be sold)**

All that one Flat/Shop/Office/Parking premises measuring _____ Sq. ft. being including super built up area and constructed as per specification mentioned in Schedule - 'C' below at the _____ Floor being Flat No. "_____" of the multi storied building named as "DWARIKA TOWN" and undivided proportionate share of interest on the land (as mentioned in Schedule - A) on which the said building stands, inclusive of the right of undivided proportionate interest in the common area and facilities of the building.

SCHEDULE - 'C'**(COMMON EXPENSES)**

- 1] All expenses for maintenance, operating, replacing, repairing, renovation, 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, elevator, equipments and installations, comprised in the common portions including water pumps, 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 purpose 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 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 Purchasers).



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- 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 etc. for the common services and lighting the common portions including system loss, if any installed, for providing electricity to each unit.
- 9] All expenses incurred for the common purpose and relating to common use and enjoyment of common portions.
- 10] 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 AND UTILITIES)

- 1] Stair case and stair case landing on all floors.
- 2] Common entry on the ground floor
- 3] Water pump, water tank, water pipes and common plumbing installation.
- 4] Drainage and sewerage.
- 5] Boundary wall and main gate.
- 6] Lift will be provided in the said building by the Vendor for common use and enjoyment by all the co-owners.
- 7] Such other common parts, common and vacant areas and equipments, 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.

IN WITNESSES WHEREOF the vendor in good health and conscious mind have put their signatures on these presents on the day month and year first above written.



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WITNESSES :

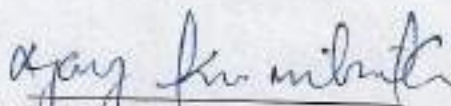
(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____


(AJAY KUMAR MITRUKA)
Advocate, Siliguri
Enrollment No. WB/767/2006



For SELF &
AS A PARTNER OF
RIKA ENTERPRISES

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature : _____

Name : _____

Address : _____

Affix Passport
Size Photo**SIGNED AND DELIVERED BY THE WITHIN NAMED****1. PROMOTER:**

Signature _____

Name : DWARIKA ENTERPRISES

Address: S.F. Road, P.O. & P.S. Siliguri, Dist-Darjeeling
Pin-734005.

At _____ on _____ in the presence of :

2. LANDOWNER

Signature _____

Name :

Address:

At _____ on _____ in the presence of :



Rajendra Kumar

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