

**Deed of sale (Conveyance)**

**THIS DEED OF SALE (CONVEYANCE) IS MADE ON**

**THIS THE \_\_\_\_\_ DAY OF THE MONTH**

**OF \_\_\_\_\_, TWO THOUSAND**

**AND TWENTY ONE (2021),**

**BETWEEN**

*[Assuming the allottee is an individual]*

Mr./Mrs./Ms..... (Aadhar No. ....) son/daughter/wife of, Mr.....aged about ..... Years, residing at ..... , (PAN .....), hereinafter called the “PURCHASER” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

**AND**

1.Sri Sajjan Kumar Goyal, Son of Late Chunilal Goyal, 2.Smt. Sarla Devi Goyal, Wife of Sri Sajjan Kumar Goyal, 3.Dinesh Kumar Agarwal, Son of Late Bibhuti Prasad Agarwal and 4.Shyam Sunder Agarwal, Son of Late Bibhuti Prasad Agarwal, all Indian citizens, Hindu by religion, businessmen by occupation, No.-1 and 2 being residents of Pranami Mandir Road, Ward no.-13, P.O. & P.S.-Siliguri, Pin Code-734001, District-Darjeeling, in the State of West Bengal and No.-3 and 4 being residents of Nehru Road, Khalpara, P.O.-Siliguri Bazar, Pin Code-734005, P.S.-Siliguri, District-Darjeeling, in the State of West Bengal, hereinafter jointly and collectively called the “VENDORS” (which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest & permitted assignees).;

**AND**

**M/S. SRI GANPATI NIRMAN**, a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at Eastern Bypass, Near Baneshwar More, opposite Siliguri Club, P.O.-Ghoghomali, P.S.-Bhaktinagar, District-Jalpaiguri-734006, in the State of West Bengal, (**PAN is \_\_\_\_\_**), represented by its authorized partner Sri Sajjan Goyal, Son of Late Chunilal Goyal (Aadhar No.-\_\_\_\_\_) authorized vide hereinafter referred to as the "**Promoter**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

**AND**

The Vendors, The Promoter and the Purchaser shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

### **INTERPRETATIONS/ DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires-

- a) **“Act”** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **“Regulation”** means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) **“Section”** means a section of the Act.

### **WHEREAS -**

A. Four persons, namely, 1.Sri Bibhuti Prasad Agarwal, Son of Late Siwkaran Das Agarwal, 2.Smt. Meena Devi Agarwal, wife of Sri Bibhuti Prasad Aagrwal, 3.Sri Sajjan Kumar Goyal, Son of Late Chunilal Goyal and 4.Smt. Sarla Devi Goyal, wife of Sri Sajjan Kumar Goyal had become the absolute owners of all that piece and parcel of land measuring in total 46 Kathas and 6 Chattaks by way of purchases for valuable consideration vide five (5) separate registered deeds of sale as described herein:-

- (i) Document No.-3647 of dated 03/10/2008 entered in Book No.-I, CD Volume No.-13, from Pages 2934 to 2951 for the year 2008, executed by Ratis Chandra Paul and others of Siliguri (Area 3 Kathas),
- (ii) Document No.-4474 of dated 15/10/2009 entered in Book No.-I, CD Volume No.-19, from Pages 4851 to 4877 for the year 2009, executed by Nupur Das of Siliguri (Area 3 Kathas),

- (iii) Document No.-4475 of dated 15/10/2009 entered in Book No.-I, CD Volume No.-19, from Pages 4878 to 4904 for the year 2009, executed by Nupur Das of Siliguri (Area 30 Kathas, 13 Chattaks and 15 Square Feet),
- (iv) Document No.-4476 of dated 15/10/2009 entered in Book No.-I, CD Volume No.-19, from Pages 4905 to 4928 for the year 2009, executed by Dr. Gostha Bihari Das of Siliguri (Area 6 Kathas, 8 Chattaks and 30 Square Feet) and

All the above 4 deeds (i to iv) have been registered at the office of the Additional District Sub-Registrar, Rajganj, District-Jalpaiguri.

- (v) Document No.-7575 of dated 07/12/2018 entered in Book No.-I, Volume No.-0711, from Pages 178290 to 178319 for the year 2018, executed by Maha Ganapati Institute of Medical Science & Research of Siliguri (Area 3 Kathas)

The above deed has been registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri.

In view of the aforesaid purchases, the above-named four persons became the absolute and exclusive owners of land and they remained in their actual, khas and physical possession and peaceful occupation of the said piece or parcel of land measuring in total 46 Kathas and 6 Chattaks having free, clear, marketable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

Being such owners, two of the four persons, namely, Sri Bibhuti Prasad Agarwal and Smt. Meena Devi Agarwal then gifted their respective land unto and in favour of two other persons, the details of which are given here-in-below:-

Sri Bibhuti Prasad Aagrawal transferred by way of gift his land measuring in total 0.191275 Acre unto and in favour of one Dinesh Kumar Agarwal, Son of Sri Bibhuti Prasad Agarwal vide two separate registered deed of gift, the details of which are given hereunder:-

- (a) Deed of Gift bearing no.-2608 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71578 to 71600 for the year 2020 which comprised an area measuring 0.1789 Acre being registered at the

office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri and

- (b) Deed of Gift bearing no.-2609 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71668 to 71694 for the year 2020 which comprised an area measuring 0.012375 Acre being registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri.

Smt. Meena Devi Agarwal transferred by way of gift her land measuring in total 0.191875 Acre unto and in favour of one Shyam Sunder Agarwal, Son of Sri Bibhuti Prasad Agarwal vide two separate registered deed of gift, the details of which are given hereunder:-

- (a) Deed of Gift bearing no.-2607 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71524 to 71550 for the year 2020 which comprised an area measuring 0.012375 Acre being registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri and
- (b) Deed of Gift bearing no.-2610 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71501 to 71523 for the year 2020 which comprised an area measuring 0.1795 Acre being registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri.

In view of the aforesaid transfers by way of registered deeds of gift, the above-named two persons, namely, Sri Dinesh Kumar Agarwal and Sri Shyam Sunder Agarwal became the absolute owners of land measuring 0.191275 Acre and 0.191875 respectively and finally, four persons, namely, 1.Sri Sajjan Kumar Goyal, Son of Late Chunilal Goyal, 2.Smt. Sarla Devi Goyal, Wife of Sri Sajjan Kumar Goyal, 3.Dinesh Kumar Agarwal, Son of Late Bibhuti Prasad Agarwal and 4.Shyam Sunder Agarwal, Son of Late Bibhuti Prasad Agarwal are at present the absolute joint owners of total land measuring 46 Kathas and 6 Chattaks which is fully deccribed within "Schedule-A" of this deed.

Being such owners, the above four persons also got their respective names mutated and/or recorded into the records of the B. L. & L. R. O., Rajganj, District-Jalpaiguri for the aforesaid area of land measuring in total 46 Kathas and 6 Chattaks and four separate new L. R. Khatians bearing nos.-\_\_\_\_\_, \_\_\_\_\_, 895 and

896 are opened in the names of the above-named four persons being the actual owners and the names of the said four persons are also found published as Record-of-Rights (ROR) finally framed and finally published under the West Bengal Estate Acquisition Act, 1953 (W. B. Act I of 1953).

In view of the aforesaid facts, 1.Sri Sajjan Kumar Goyal, 2.Smt. Sarla Devi Goyal, 3.Dinesh Kumar Agarwal and 4.Shyam Sunder Agarwal are at present the absolute and exclusive joint owners of all that piece and parcel of land measuring 46 Kathas and 6 Chattaks and the said four persons have got saleable and transferable title in the said land having actual, khas and physical possession and peaceful occupation of the said piece or parcel of land measuring in total 46 Kathas and 6 Chattaks and free, clear, marketable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

A N D

WHEREAS being such owner, the said second party hereof then became desirous to construct a multi-storied commercial building over and upon its said piece or parcel of land fully described within the "Schedule-A" given below and due to paucity of fund and experience, the second party did not find itself in a position to implement its plans and schemes and for this reason and also to gain the benefit of expertise, the second party, the four persons being the owners of the "Schedule-A" land approached the developer or the third party hereof for construction of such multi-storied commercial building over and upon the "Schedule-A" land of the second party hereof for the mutual benefit of the owners (the vendors hereof) and the Developer hereof to which the developer or the third party hereof agreed and for the purpose, the second party hereof then entered into an agreement with the party of the third part hereto (The Developer) on dated \_\_\_\_\_ whereby it was decided between the parties thereto that a multi-storied commercial building comprising various independent and separately identifiable units shall be constructed upon the "Schedule-A" land of the second party hereof by The Developer hereof at the costs of the developer consisting of several independent commercial as well as semi-commercial units called shop/office/Godown of various dimensions covering the total land described

within "Schedule-A" given below and for the purpose, a building plan was accordingly prepared and was duly approved by The \_\_\_\_\_ vide its approval No.-\_\_\_\_\_ of dated \_\_\_\_\_ duly sanctioned on \_\_\_\_\_ for construction of the desired six-storied (Comprising Basement, Ground and four other floors) commercial building upon the said piece or parcel of land of the vendors or the second party hereof which has also been free from all encumbrances and charges whatsoever.

*A N D*

WHEREAS the vendors and the developer thus formulated a scheme to enable a person/party intending to have own unit or premises in the said building together with the undivided proportionate share and interest in the "Schedule-A" land on which the said building is constructed. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

A N D

WHEREAS the Developer then constructed a multi-storied (Basement, Ground and four other floors) building comprising various independent and separately identifiable units at different floors at its own costs and expenses over and upon the "Schedule-A" land and got it completed and ready for sale in unit by unit and in the process, one such unit comprising all that a shop room measuring \_\_\_\_\_ Square Feet at the ground floor including super built-up area being constructed upon "Schedule-A" land has been offered for sale to the first party hereof.

A N D

WHEREAS the vendor and the developer then firmly and finally decided to sell and has offered for sale to the purchaser hereof one such unit comprising all that a shop room measuring \_\_\_\_\_ Square Feet including super built-up area at the Ground floor of the said Multi-Storied building being constructed upon the "Schedule-A" land of the vendor hereof together with the common areas and facilities and super built-up area and also along with proportionate undivided right and share in the "Schedule-A" land on which the said multi-storied building is constructed and the said shop room is offered for sale to the purchaser or the first party hereof at a valuable consideration amounting to Rs.5,00,000/- (Rupees five lakh only) which is the highest market price as prevailing in the locality to the convenience of the parties hereto, particularly to the satisfaction of the vendor and the developer hereof.

## **AND**

WHEREAS the first party or the Purchaser hereof being in need of one such shop room in the said locality, has accepted and agreed to the aforesaid offer of the vendor / developer hereof for purchase of a shop room and thus all the parties hereto have given their free consent to complete the process of sale (Conveyance) by execution of these presents by the vendor and the developer hereof unto and in favour of the first party hereof to convey good and right title in respect of the property comprising a shop room measuring \_\_\_\_\_ Square Feet at the ground floor including super built-up area within the building constructed upon the "Schedule-A" land together with undivided proportionate right and share in the "Schedule-A" land and all common rights and facilities as mentioned in these presents more particularly in the "Schedule-C" given below at a valuable consideration amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) paid by the purchaser to the vendor and the developer hereof collectively as per memo of consideration attached to these presents. The sold property is fully described within the "Schedule-B" given below.

AND

WHEREAS the aforesaid property is sold by the vendor and the developer hereof to the first party hereof after disclosing the aforesaid facts relating thereto and declaring the same being free from all encumbrances, charges, liens, attachments, mortgage and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the said property fully described within the "Schedule-B" given below situated within the building constructed upon the "Schedule-A" land at a consideration amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

AND

WHEREAS the vendor named above, execute this DEED OF SALE for effectually conveying right, title and interest in the shop room measuring \_\_\_\_\_ Square Feet including super built-up area at the ground floor fully described within the "Schedule-B" given below including undivided proportionate right and share in the "Schedule-A" land in favour of the purchaser hereof at the aforesaid consideration upon the terms as mentioned and described within these presents and the developer hereof duly confirms the said sale by putting their signatures upon the said deed of sale.

**NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS :-**

1. That in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) paid to the vendor/developer by the day of this deed, the receipt against which the vendor/developer do hereby acknowledge and grant full discharge to the purchaser from the payment thereof and the vendor/developer do hereby convey and transfer absolutely the property described in the "Schedule-B" given below to the purchaser who will now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the

payment of proportionate rent, etc., to the Government of the West Bengal.

2. The purchaser has 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 staircase and has also seen and inspected the construction works of the BUILDING and the purchaser has satisfied himself/herself/itself about the standard of construction thereof including that of the "Schedule-B" property purchased by the purchaser and shall have no claim whatsoever upon the VENDOR/DEVELOPER as to the construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the MULTI-STORIED BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS AND UTILITIES.
3. That the purchaser shall have all rights, title and interest in the property sold and conveyed to the purchaser hereof and shall hold and enjoy the same without any interruption or obstruction whatsoever from the vendor/developer or anybody claiming through or under the said vendor/developer and all the rights, title and interest which vested in the vendor/developer with respect to the "Schedule-B" property shall henceforth vest in the purchaser to whom the property described within "Schedule-B" given below has been conveyed absolutely.
4. That the vendor/developer declare that the interest which they profess to transfer hereby subsists as on the date of these presents and that the vendor/developer have not previously transferred, mortgaged, contracted for sale or otherwise the "Schedule-B" property or any part thereof unto or in favour of any other person or party 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 and/or charges whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the vendor/developer shall be liable

to make good the loss or injury which the purchaser may suffer or sustain in consequences there from or resulting thereof.

5. That the vendor/developer further covenant with the purchaser that if for any defect of title or for any act done or suffered to be done by the vendor/developer, the purchaser is deprived of ownership or of possession of the said property described in the "Schedule-B" given below or any part thereof in future, then the vendor/developer shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be from the date of such deprivation of ownership or of possession.
6. That the vendor/developer do hereby covenant with the purchaser that the tenancy rights under which the "Schedule-A" property is held by the vendor/developer under the superior landlord, the State of West Bengal, is good and effectual and the interest which the vendor/developer propose to transfer, subsists and the vendor/developer have full right and authority to transfer the "Schedule-B" property unto and in favour of the purchaser in the manner as aforesaid and the PURCHASER shall hereinafter peacefully and quietly possess and enjoy the "Schedule-B" property without any obstruction or hindrance whatsoever.
7. That the purchaser covenants that he/she/they/it 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/developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
8. That the purchaser hereof shall be at liberty and entitled to obtain independent electric connection in his/her/their/its own name or names from the W.B.S.E.D.C.L., Siliguri or any other concerned place or places for his/her/their/its electric requirements and the connection charges as well as the electric consumption bill will be paid by the purchaser and the vendor/developer shall have no responsibility or liability in that respect.

9. That the vendor/developer shall get an electric transformer installed within the "Schedule-A" property for the building complex constructed upon it from WBSEDCL, Siliguri and the said transformer installed in the building complex shall be for the common use for the occupants of the building. The charges incurred for the transformer purchase and installation will be equally divided amongst the saleable area within the building. The purchaser hereof shall be liable to pay to the vendor, the share or proportionate costs of the transformer as per his/her/their/its purchased area in the said building.
  
10. That the vendor shall install and commission complete fire detection and fighting system in the building as per the norms of the Fire Department. As part of the commissioning of the fire system, the vendor will be providing entry points of fire water pipe/s in the purchaser's property. The purchaser shall be liable to pay to the vendor all charges incurred for installation of fire pipe/s, sprinklers and detectors, in his/her/their/its hereby purchased property. In case, the purchaser refuses to pay to the vendor any such charges, the purchaser will solely be responsible for any undear happening, non-compliance issues, fines, penalties, litigations etc. arising due to or in consequences to failure in complying fire norms.
  
11. That the purchaser shall only display the signboards at the place as specified by the vendor/developer without disturbing the outer elevation of the building. It is also agreed by the purchaser that he/she/they/it shall, in no way affect the elevation of the building.
  
12. That the purchaser shall permit entry at all reasonable times to the Vendor/developer and/or its agents, employee, representatives, architect, engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, laborers, surveyors, as well as legal advisor for one or more of the purposes of inspecting, examining, checking, testing, constructing, developing, preparing, running, repairing, alternating, modifying, installing, erecting, fixing, anything whatsoever in relation to development and/or

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

13. That the vendor/developer further undertakes to take all actions and to execute all documents required to be done or execute for fully assuring right, title and interest of the purchaser to the property hereby conveyed at the cost of the purchaser.
14. That the purchaser shall have the right to get his/her/its name/s 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 the purchaser for the unit hereby sold from time to time.
15. That the purchaser shall have the right to sell, Gift, exchange, mortgage and/or transfer otherwise the ownership in the "Schedule-B" property and shall have all rights to let-out, lease-out the "Schedule-B" property to whomsoever.
16. That the purchaser 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 of the said building.
17. That the purchaser shall have proportionate right, title and interest in the land described within the "Schedule-A" given below together with other occupants/owners of the building. It is hereby declared that the interest in the land shall be undivided.
18. That the vendor/developer will pay up-to-date municipal taxes, land revenues and/or any other charges/dues if any prior to the date of transfer of the "Schedule-B" property. The purchaser shall have the right to get separately assessed for the payment of local taxes for the "Schedule-B"

property hereby purchased and the purchaser shall be entitled to obtain trade license from the competent authority for its part within the "Schedule-A" property.

19. That the vendor/developer 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/developer proportionately with all the purchaser/s unless separately levied upon and charged for.
20. That the upkeep and the maintenance of the COMMON PORTIONS & AREAS shall be looked after by the vendor/developer till the formation of the Association by the owners and the occupants of the building and as soon as the OWNERS & OCCUPANTS form and constitute such Association all the rights and liberties as well as the duties and obligations of the vendor/developer in respect of the maintenance and upkeep of the COMMON PORTION & AREAS including realizations of common expenses and the compliance of various legal formalities or other formalities pertaining to the BUILDING shall vest into and devolve upon such association.
21. That the purchaser shall be entitled to use and pay such proportionate charges for common facilities if any, such as repairs and maintenance of the outer walls, common areas, lift, generator, septic tank, water treatment plant, water supply, sanitation, sweeper, watchman, etc. as will be determined by the vendor/developer from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.
22. That the payment of the maintenance charge by the purchaser shall be made irrespective of its use and requirements.

23. That the purchaser hereof shall be liable to pay Service Tax for his/her/their/its purchased property as applicable under the prevailing laws for purchase of the property described within "Schedule-B" given below.
24. That the purchaser shall not encroach upon any portion of the land or building carved out by the vendor/developer for the purpose of road, landings, stairs or other community purpose and in the event of encroachment, the vendor/developer 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 purchaser 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.
25. That the purchaser further covenants with the vendor/developer not to injure, harm or cause damage to any part of the building including common portions and areas and 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 shall be fully responsible for it, the vendor/developer shall not be held responsible in any manner whatsoever. The purchaser shall not install wiring for electrical or telephone, television antenna, machinery or air-conditioning units etc. on the exterior parts of the said property or in common areas without the consent of the vendor which will not be unreasonably refused.
26. That the Purchaser shall have no right, title and/or claim of whatsoever nature over the top roof of the building. That the vendor/developer shall have the absolute right, title and interest over the same and shall use the top roof in any manner whatsoever or any type of commercial use including installation of any sort of tower, dish antenna, etc. and in case the purchaser so desires, it shall procure roof rights on additional payment towards consideration thereof, however subject to availability thereof.

**“SCHEDULE--A”**

[Schedule of the land upon which the Building comprising “Schedule-B” property is constructed]

All that piece or parcel of land measuring **46 (Forty six) Kathas and 6 (Six) Chattaks** together with a \_\_\_\_\_-Storied building constructed thereupon. The said piece or parcel of land is being recorded in **R. S. Plot Nos.-348, 355, 348/703 and 355/706 [L. R. Plot Nos.-\_\_\_\_\_]** corresponding to their **R. S. Khatian Nos.-459/1, 459/2, 459/11 and 459/12 [L. R. Khatian Nos.-\_\_\_\_\_]**, situated within **MOUZA-DABGRAM**, comprised in **R. S. Sheet No.-9**, Paragana-Baikunthapur, J. L. No.-2 (Two), P.S.-Bhaktinagar, within Dabgram-II Gram Panchayat area, District-Jalpaiguri, in the State of West Bengal. The said building complex has been named as “\_\_\_\_\_” being situated at \_\_\_\_\_.

The aforesaid land measuring 46 Kathas and 6 Chattaks together with the \_\_\_-storied building constructed thereupon is butted & bounded as follows:-

- By the North           :- 18 feet wide Anchal Road.
- By the South           :- Land in part of R. S. Plot nos.-703 and 706
- By the East             :- 60 feet wide Eastern Bypass main Road.
- By the West            :- Land of Mona Paul.

**“SCHEDULE-B”**

(Part of the “Schedule-A” above)

**PROPERTY SOLD BY THIS DEED OF SALE:**

All that one office room measuring \_\_\_\_\_ (\_\_\_\_\_) Square Feet (built-up area) at the \_\_\_\_\_ floor of the \_\_\_\_\_-Storied building being constructed upon all that piece or parcel of land measuring 46 Kathas and 6 Chattaks being recorded in **R. S. Plot Nos.-348, 355, 348/703 and 355/706 [L. R. Plot Nos.-\_\_\_\_\_]** corresponding to their **R. S. Khatian Nos.-459/1, 459/2, 459/11 and 459/12 [L. R. Khatian Nos.-\_\_\_\_\_]**, situated within **MOUZA-DABGRAM**, comprised in

R. S. Sheet No.-9, Paragana-Baikunthapur, J. L. No.-2 (Two), Paragana-Baikunthapur, P.S.-Bhaktinagar, within Dabgram-II Gram Panchayat area, Additional District Sub-Registry office-Bhaktinagar, District-Jalpaiguri more fully described within “Schedule-A” given above. The said property is sold together with an undivided proportionate share in the “Schedule-A” land and together with all common areas and facilities described in the “Schedule-C” given below. The use of the sold property is \_\_\_\_\_.

The building upon “Schedule-A” land is named as “\_\_\_\_\_” and the sold room is serially numbered as \_\_\_\_\_ of the \_\_\_\_\_ floor.

The sold room measuring \_\_\_\_\_ Square Feet is butted & bounded as follows:-

By the North :-

By the South :-

By the East :-

By the West :-

### **“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.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portion including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.

4. Cost of insurance premium for insuring the building and / or 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. Cost 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. All other expenses and/or outgoings as are incurred by the service organization for the common purposes.

#### **SCHEDULE-D**

#### **(COMMON PROVISIONS AND UTILITIES)**

1. Minimum statutory space left all sides of the building.
2. Common entry on the ground floor.
3. Toilets and/or urinals at the ground floor of the building, water pipes and common plumbing installation meant for the ground floor.
4. Drainage and sewerage,
5. Boundary wall and main gate.

6. Such other common parts; areas; 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.

The party of the second part and third part hereto covenant and declare that the Purchaser/s shall have all the rights and liberties to use and enjoy the aforesaid common areas and common facilities freely and without any sorts of hindrances, whatsoever subject to the payment of the proportionate expenses to the Association of the said Apartment/Building to be formed therefore, by the respective owners.

IN WITNESS WHEREOF the representing Partner of the Partnership Firm being the no.-1 member of the vendors and the no.-2 member of the vendors hereof and also the developer or the third party hereof, do hereby set and subscribe their respective hands in good health and conscious minds, on the day, month and year as first above-written.

**WITNESSES:**

1.

2.

**T H E V E N D O R S.**

**= = = = =**

**T H E D E V E L O P E R.**

**= = = = =**

Drafted, read over and explained by me and printed in my office.

**(SANJAY KUMAR MARODIA)**

ADVOCATE : : SILIGURI

REGN. NO. 849/840/92.

**MEMO OF CONSIDERATION**

Received from within-named purchaser/s or the first party, the sum of Rs.37,50,000/- (Rupees thirty seven lakhs and fifty thousand only) as full consideration money paid to the vendors/developer against sale of property described within "Schedule-B" given above as per memo of consideration herein.

IN WITNESS WHEREOF the representing Partner of the Partnership Firm being the no.-1 member of the vendors and the no.-2 member of the vendors hereof and also the developer or the third party hereof, have signed and sealed this memo of consideration/receipt on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2015.

WITNESSES:

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1.

2.

**Signatures on Memo of Consideration**

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