

One Residential Flat measuring..... Sq.ft., (Super-built-up area) in the Floor and One Parking Space measuring sq. ft. in the floor of a Residential Cum Commercial building named “**29 HEIGHTS**” with a proportionate undivided share in the land on which the same stands.

R.S Plot Nos. : 305, 306, 307, 308/1103

R.S Khatian No. : 559, 576 and 578

Mouza. : Dabgram

R.S Sheet No. : 8

J. L. No. : 2

P.S. : Bhaktinagar

Pargana. : Baikunthapur

District. : Jalpaiguri

Consideration. : Rs./-

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____ 2021

B E T W E E N

....., son of Sri, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of, P.O & P.S District - hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the "**FIRST PART**". (PAN:) of the "**ONE PART**".

AND

1. **SRI SURESH KUMAR AGARWAL, (PAN- ACGPA2806E)**, Son of Late Bajrang Lal Agarwal, Indian by Nationality, Hindu by Religion, Business by Occupation, Resident of Model Town, Pranami Mandir Road, P.O. Sevoke Road, P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal,

2. **SHREE SHYAM CONSTRUCTIONS, (PAN-AEAFS7072N)**, a partnership firm, having its office at Shyam Mandir By Lane, Behind Uttar Banga Marwari Palace, 2nd Mile, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal, represented by one of its partner **SRI SANJAY KUMAR SINGHANIA**, Son of Late Shankarlal Singhania, Indian by Nationality, Hindu by Religion, Business by Occupation, Resident of Model Town-1, Pranami Mandir Road, Siliguri, P.O Sevoke Road, P.S Bhaktinagar, District: Jalpaiguri, in the State of West Bengal hereinafter collectively referred to as the "**VENDORS/SECOND PARTY**", (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 partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns)) of the "**SECOND PART**".

AND

WHEREAS-

- A. The abovenamed Vendor No. 1. **SRI SURESH KUMAR AGARWAL**, Son of Late Bajrang Lal Agarwal, became the owner of land measuring 54.52 Decimals along with fifteen years old Residential structure measuring 1240 sq. ft. standing thereon by virtue of Registered Deed of Gift, dated 12.02.2019, being Document No. I- 1062 for the year 2019 and the same was registered in the Office of the A.D.S.R. Bhaktinagar, in the District of Jalpaiguri.
- B. AND WHEREAS abovenamed Vendor No.1. **SRI SURESH KUMAR AGARWAL thereafter had** demolished the existing residential structure standing thereon.
- C. The abovenamed Vendor No. 2, **SHREE SHYAM CONSTRUCTIONS**, a partnership firm, purchased land measuring 12 Kathas 15 Chhataks from Smt. Gita Devi Agarwal, wife of Late Deokinandan Agarwal, by virtue of Registered Deed of Conveyance, dated 13.12.2019, being document No. I- 7971 for the year 2019 and the same was registered in the Office of the A.D.S.R. Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manners aforesaid the abovenamed VENDORS: 1. **SRI SURESH KUMAR AGARWAL** and 2. **SHREE SHYAM CONSTRUCTIONS**, became the owners of land measuring 75.86 Decimals having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land forms part of the land more fully described in Schedule-A below.

AND WHEREAS the Vendors being desirous of constructing a Residential cum Commercial building on the Schedule-A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, being Plan No., Dtd.

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

AND WHEREAS the Vendors in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendors have now firmly and finally decided to sell and have offered for sale, to the purchaser/s a Residential Flat measuring aboutsq. ft. (the measurement of which includes super built up area) in the Floor and One Parking space in the Floor of the building for a total consideration of Rs. (Rupees Only) and the said Residential Flat and Car Parking Space are fully described in the Schedule 'B' below.

AND WHEREAS the Purchaser/s being in need of a Residential Flat and Parking in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendors 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 till date and considering the price so offered by the Vendors as fair, reasonable and highest have agreed to purchase from the Vendors, the said Residential Flat and Parking Space more particularly described in the schedule - B given herein under with undivided common share or interest in the stairs, open space, toilet, well, overhead tanks 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 Schedule-B property for a total consideration of Rs...../- (Rupees Only).

AND WHEREAS an Agreement of sale dated was executed between the Purchaser and the Vendors in respect of the Schedule 'B' Property being Document No. I- for the year and the same was registered in the Office of the District: Jalpaiguri.

AND WHEREAS the Vendors have now agreed to execute the Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property for a consideration of Rs/- (Rupees Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

1. That in consideration of a sum of Rs./- (RupeesOnly) paid by the Purchaser/s to the Vendors, the receipt of which the Vendors do hereby acknowledge and grants full discharge to the Purchaser/s from the payment thereof and the Vendors do hereby convey and transfer absolutely the said Schedule-B property to the purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent, taxes etc.

2. That the Purchaser/s has/have examined and inspected the Documents of Title of the Vendors, 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 to the extent constructed as on the date of execution of these presents and has/have satisfied themselves about the standard of construction thereof including that of the said Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors 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 Purchaser/s 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 Vendors or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Vendors not to dismantle, divide or partition in flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for residential purpose.

5. That the Vendors declare/s that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendors 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 persons and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrance whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

6. That the Vendors further covenant with the Purchaser/s that if for any defect of title, the purchaser/s is/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 Vendors shall forthwith return to the purchaser/s the full or proportionate part of the consideration money as the case may be together with interest @12% p.s. from the date of such deprivation or ownership or of possession.

7. That the Vendors does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors under the superior landlord the state of West Bengal is good and effectual and the interest which the Vendors proposes to transfer subsists and the Vendors have full right and authority to transfer the Schedule-B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule-B property without any obstruction or hindrance whatsoever.

8. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

9. That the Purchaser/s will obtain his own independent electric connection from the W.B.S.E.B. Siliguri or shall pay the appropriate charges to the Builders.

10. That the Vendors further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s for the property hereby conveyed at the cost of the Purchaser/s.

11. That the Purchaser/s shall permit entry at all reasonable times to the Vendors and/or its agents, employees representatives, architect, engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors as well as legal adviser for one or more of the purposes of inspecting, examining, checking, testing, constructing, developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relating, or development protection and/or safety of the Building including the common portions & areas and the common provisions & utilities or any part or parts thereof.

12. That the Purchaser/s shall have the right to get his name 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 his/her/their from time to time though the same has not yet been assessed.

13. That the Purchaser/s shall have 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.

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

15. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

16. That the Vendors will pay up to date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

17. That the Vendors 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 Vendors proportionately with all the Purchaser/s unless separately levied upon and charged for.

18. That the Purchaser/s 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, sweepers, choukidar, security, garden maintenance, common electric bill etc. as will be determined by the Vendors 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.

19. That in case the Purchaser/s make default in payment of the proportionate share towards the Common Expenses (described in the Schedule-C given hereinunder) within time allowed by the Vendors or the Apartment owners Association the Purchaser/s shall/will 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 Vendors or the Association acting at the relevant time for any loss or damage suffered by the Vendors or the Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities.

20. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors for the purpose of road, landings, stairs or other community purposes and in the event of encroachments, the Vendors 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/s 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.

21. That the Purchaser/s further covenant with the Vendors not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendors shall not be held responsible in any manner whatsoever.

22. That the Purchaser/s shall be entitled to park one car in the Parking Space allocated to him/her/them.

23. That the purchaser/s shall not be entitled to park any vehicle in others parking area, common area and passage within the complex.

24. That the Purchaser/s shall have no objection if the other owners/occupants of the flat in another block in the said complex uses the parking facility in the block in which the Purchaser/s of these presents has/have purchased the flat, provided the said facility has been allotted/sold by the Vendors.

25. That the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the Purchaser/s and the Vendors or the other occupiers of the building shall be referred for Arbitration under the Arbitration Act and Conciliation Act, 1996 and in case their decision is not acceptable they shall have the right to move to court at Jalpaiguri.

SCHEDULE- 'A'**(DESCRIPTION OF THE LAND ON WHICH THE BUILDING STANDS)**

All that piece or parcel of land measuring 75.86 Decimals situated Mouza Dabgram, J.L. No. 02, **situated at Gandhi Nagar**, within the limits of Ward No. 43 of Siliguri Municipal Corporation, Pargana: Baikunthapur, P.S. Bhaktinagar, District: Jalpaiguri. The Plot wise Area is mentioned herein below.

PLOT WISE DETAILS OF ABOVE SCHEDULE

RS PLOT NOS.	RS KHATIAN NO	RS SHEET NO	AREA IN DECIMALS
305	576	8	0.96 DEC
306	576	8	8.25 DEC
307	559	8	36.07 DEC
308/1103	578	8	9.24 DEC
306	576	8	5 KATHAS
307	559	8	5 KATHAS 17 CHHATAKS
308/1103	RS 578	8	1 KATHA 14 CHHATAKS
TOTAL			75.86 Decimals

The Said Land is Bound and Butted as follows: -

By the North : Land of Kabilal Roy

By the South : 28 ft. wide S.M.C. Road

By the East : Shyam Vatika Housing Complex

By the West : Land of Harjit Singh and others

SCHEDULE – B

All that Residential Flat, being Flat No. measuring Sq.ft. (Carpet Area) (Super-built-up area) at Floor and One Parking Space measuring 135 sq. ft. at the floor of a Residential cum Commercial building named “**29 HEIGHTS**” situated at **Gandhi Nagar**, together with undivided proportionate share in the schedule-A land on which the said building is constructed, within Mouza Dabgram, recorded in R.S. Khatian No. 559, 576 and 578, appertaining to R.S. Plot No. 305, 306, 307 & 308/1103, RS Sheet No. 08, Pargana: Baikunthapur J.L. No. 02, P.S. Bhaktinagar, District: Jalpaiguri. The said land is situated at within the limits of Ward No. 43 of Siliguri Municipal Corporation.

SCHEDULE - `C'

(COMMON EXPENSES)

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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, lift, equipments and installations, comprised in the common portions 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).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendors and/or the service organization for the common purposes.

SCHEDULE – ‘D’

(COMMON PROVISIONS AND UTILITIES)

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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. Such other common parts, 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 Vendors in good health and conscious mind have put thier signatures on these presents on the day, month and year first above written.

WITNESSES: -

1.

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



2.

V E N D O R S

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

Manoj Agarwal

Advocate, Siliguri.
(Enrl No. F-505/434 of 1997)