

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 CARPET AREA AT THE **PORTION** OF THE **FLOOR, FLAT NO. “.....”** AND A PARKING SPACE MEASURING (.....) SQUARE FEET AT THE GROUND FLOOR IN A SHARING PROPORTIONATE WAY OF A GROUND (PARKING) + THREE STORIED RESIDENTIAL BUILDING NAMED “**VYOM (BLOCK-B)**” TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE OR INTEREST IN THE LAND ON WHICH THE SAID BUILDING STANDS.

LAND AREA ON WHICH THE : 4 Katha 11 Chhatak

SAID BUILDING STANDS

PLOT NUMBER : 12769 [R.S] & 3829 [L.R]

KHATIAN NUMBER : 799 [R.S] & 3116, 3117, 3118, 3119 [L.R]

MOUZA : SILIGURI

J. L. NUMBER : 110 (88)

PARGANA : BAIKUNTHAPUR

POLICE STATION : SILIGURI

WARD NUMBER : 24 of S.M.C.

DISTRICT : DARJEELING

CONSIDERATION : **Rs.-/-**

- 1) **SRI TAPASH BISWAS @ TAPAS BISWAS**, Son of Late Haramohan Biswas, Hindu by faith, Indian by nationality, business by occupation, resident of 36/7, Chandra Nath Roy Road, Tiljala, Post Office – Tiljala and Police Station-Tiljala, Kolkata, Pin-700039, Dist. South 24 Parganas, in the state of West Bengal, India,
- 2) **SMT. MANDIRA DAS**, Wife of Hari Charan Das and Daughter of Late Haramohan Biswas, Hindu by faith, Indian by nationality, housewife by occupation, resident of Baneswar Bazar, Post Office – Baneswar S.O and Police Station Coochbehar, Pin-736133, Dist. Coochbehar, in the state of West Bengal, India,
- 3) **SMT. SUKLA MONDAL**, Wife of Nirmal Mondal and Daughter of Late Haramohan Biswas, Hindu by faith, Indian by nationality, housewife by occupation, resident of Flat No. '2-D', Pocket-1, Astha Apartments, DDA MIG Flats, Mayur Vihar Phase-3, Vasundhara Enclave, Post Office – Mayur Vihar and Police Station Mayur Vihar, Pin-110096, Dist. East Delhi, in the state of Delhi,
- 4) **SMT. KAKALI DUTTA BISWAS**, Wife of Sri Dipankar Dutta and Daughter of Late Haramohan Biswas, Hindu by faith, Indian by nationality, housewife by occupation, resident of Hasi Niwas, Guru Saday Dutta Road, North Bharat Nagar, Post Office – Rabindra Sarani and Police Station Siliguri, Pin-734006, Dist. Darjeeling, in the state of West Bengal, India - represented in these presents by his constituted attorney, **SRI. SUJIT KUMAR AGARWAL**, son of Late Raj Kumar Agarwal, [Power of Attorney, being No. 040202856, dated 21.09.2022, recorded in Book No. I, Volume No. 0402-2022, Pages from 87837 to 87855 for the year 2022, registered at A.D.S.R Office, Siliguri-I, Dist. Darjeeling] Hindu by religion, businessman by occupation, Indian by nationality, resident of 'Asmi Kunj', Ashrampara, Siliguri, Post Office and Police Station Siliguri, Pin – 734001, District Darjeeling, West Bengal, India – 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

....., son/wife of _____, (PAN: _____), (Aadhar No. _____), aged about _____ Years, Hindu by Religion, Indian by Nationality, Business by Occupation, Residing at _____, P.O. & P.S. _____, District _____ --- hereinafter called the "**ALLOTTEE /PURCHASER/SECOND PARTY**" (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 and permitted assignees) of the "**SECOND PART**".

A N D

“**AADYA CONSTRUCTION**”, (PAN No. **AAFYA5243K**), a partnership firm, having principal office at Asmi Kunj, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN – 734001, in the State of West Bengal, represented in these

presents by one of its partner, **SRI SUJIT KUMAR AGARWAL**, Son of Late Raj Kumar Agarwal, Hindu by religion, Indian by nationality, businessman by occupation, resident of Asmi Kunj, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN – 734001, in the State of West Bengal, India - hereinafter called the **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 Haramohan Biswas, Son of Late Nabin Chandra Biswas of Siliguri (during his lifetime) had acquired Ownership of a piece of parcel of land measuring 6 Katha or 0.10 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 799, comprised in and forming part of R.S Plot No. 12769, J.L No. 110, Touzi No. 3 (Ja), P.S Siliguri, District Darjeeling by virtue of three registered Deed of Sales, executed in his favour by Sri Sakti Pada Chakraborty, Sri Siba Pada Chakraborty and Sri Sankar Pada Chakraborty, all sons of Late Kalidas Chakraborty of Siliguri and the said Deed of Sales were registered on 29-01-1986 in the Office of the Sub-Registrar, Siliguri, Dist. Darjeeling, i) one transcribed in Book No. I, Volume No. 30, pages from 61 to 68, being Document No. 712 for the Year 1986, ii) another transcribed in Book No. I, Volume No. 30, pages from 69 to 76, being Document No. 713 for the Year 1986 and iii) another transcribed in Book No. I, Volume No. 30, pages from 77 to 84, being Document No. 714 for the Year 1986 and possession of the said land was delivered to said Haramohan Biswas by his said Vendors.

AND WHEREAS another Pritilata Biswas, Wife of Sri Haramohan Biswas of Siliguri (during her lifetime) had acquired Ownership of a piece of parcel of land measuring 4 Katha or 0.06 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 799, comprised in and forming part of R.S Plot No. 12769, J.L No. 110, Touzi No. 3 (Ja), P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed in her favour by Sri Shamapada Chakraborty, son of Late Kalidas Chakraborty of Siliguri and the said Deed of Sale was registered on 29-01-1986 in the Office of the Sub-Registrar, Siliguri, Dist. Darjeeling, transcribed in Book No. I, Volume No. 30, pages from 85 to 92, being Document No. 715 for the Year 1986 and possession of the said land was delivered to said Pritilata Biswas by her said Vendor.

AND WHEREAS said Haramohan Biswas died intestate at Siliguri on 25-08-1987, leaving behind, his wife Pritilata Biswas (since deceased) and one son namely, Sri Tapash Biswas @ Tapas Biswas and three daughters namely Smt. Mandira Das, Smt. Sukla Mondal and Smt. Kakali Dutta Biswas as his only legal heirs and successors upon whom the said land of Haramohan Biswas devolved in accordance with the provisions as laid down in the Hindu Succession Act, 1956. Smt. Pritilata Biswas died intestate at Siliguri on 20-10-2017 leaving behind her son, Sri Tapash Biswas @ Tapas

Biswas and three daughters namely Smt. Mandira Das, Smt. Sukla Mondal and Smt. Kakali Dutta Biswas as her only legal heirs and successors, upon whom the undivided share of Pritilata Biswas in the said land of Haramohan Biswas and her own aforesaid purchased land devolved in accordance with the provisions as laid down in the Hindu Succession Act, 1956 and accordingly they all jointly became the absolute Owner of the aforesaid total land of Late Haramohan Biswas and Late Pritilata Biswas, collectively land area measuring 10 Katha or 0.16 Acres more or less, recorded in R.S Khatian No. 799 and comprised in and forming part of R.S Plot No. 12769, Mouza - Siliguri, Pargana - Baikunthapur, Dist. Darjeeling, each one having 1/4th undivided share therein. The said land also recorded in the name of the said legal heirs, in L.R Khatian Nos. 3116, 3117, 3118 and 3119, L.R Plot No. 3829, Mouza – Siliguri Dakshin-2, Dist. Darjeeling.

AND WHEREAS a piece or parcel of land measuring 4 Katha 11 Chhatak, more or less, within specific boundaries in the north east corner out of the aforesaid total land, recorded in R.S Khatian No. 799 and comprised in and forming part of R.S Plot No. 12769, Mouza - Siliguri, Pargana - Baikunthapur, Dist. Darjeeling (more fully described in Schedule of land hereunder written), has been lying vacant, in which the aforesaid persons, namely, Sri Tapash Biswas @ Tapas Biswas and three daughters namely Smt. Mandira Das, Smt. Sukla Mondal and Smt. Kakali Dutta Biswas, each one undivided 1/4th share each.

AND WHEREAS as aforesaid 1) SRI TAPASH BISWAS @ TAPAS BISWAS, 2) SMT. MANDIRA DAS, 3) SMT. SUKLA MONDAL and 4) SMT. KAKALI DUTTA BISWAS (the First Party named herein) became the absolute joint Owners of the said land area measuring **4 Katha 11 Chhatak** more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. **799**, comprised in R.S Plot No. **12769**, J.L No. 110 (88), Touzi No. 3 (Ja), P.S Siliguri, District Darjeeling, within Ward No. **24** of Siliguri Municipal Corporation, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever, more fully described in the Schedule “A” given hereunder.

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 No. 612/1293/329/414/354, within Ward No. 24 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. 10474/SJDA dated 04th January 2023 was issued to the Vendors by the Siliguri Jalpaiguri Development Authority.

AND WHEREAS a building plan for construction of a **Ground (Parking) + Three Storied 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. **SWS-OBPAS/0104/2023/0355**, dated **21-04-2023**.

AND WHEREAS the aforesaid owners have decided to develop the said premises by constructing a multistoried building thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, he has approached the Third Party/Developer herein to develop the said premises by constructing a multistoried building thereon. Therefore the aforesaid owner of the land entered into one registered Development Agreement with the partners of **AADYA CONSTRUCTION**, being No. 040202852, dated 21.09.2022, recorded in Book No. I, Volume No. 0402-2022, Pages from 87769 to 87804 for the year 2022 along with a Development Power of Attorney, in favour of the Partner of **AADYA CONSTRUCTION**, being No. 040202856, dated 21.09.2022, recorded in Book No. I, Volume No. 0402-2022, Pages from 87837 to 87855 for the year 2022 and the said deeds were registered in the office of the Additional District Sub-Registrar, Siliguri-I, Dist. Darjeeling to develop the same, more particularly described in the Schedule – A, given hereunder having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS thereafter in accordance with the provisions of the said development agreement the Promoter/Developer has already completed the construction work upon the said premises as per approved building plan being No. **SWS-OBPAS/0104/2023/0355**, dated 21-04-2023 for Ground (Parking) + Three Storied Residential Building duly sanctioned by Siliguri Municipal Corporation and named the said residential complex as “**VYOM (BLOCK-B)**” and the Vendors/First Party herein through the Developer/ Promoter have offered flats/units and parking space/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 has registered the Project under the provisions of the Act with Real Estate Regulatory Authority aton 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 *Portion* along with a *parking space* measuring *Sq.Ft.* at the *ground floor* of the said building namely “**VYOM (BLOCK-B)**” 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 parking space 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. or Sq.Mtr. Carpet Area* situated in the *Floor* at the *Portion*, identified as *Flat No. “.....”* and a *parking space* 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 parking space 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. or Sq.Mtr. Carpet Area* and a *parking space* measuring *Sq.Ft.* at the *ground floor* in a sharing proportionate way hereinafter called the said *flat* and *parking space* 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 parking space*, i.e. the Schedule ‘B’ property to the Developer/Promoter 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 Vendors 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.*, or *Sq.Mtr. Carpet Area* more or less situated in *Floor* at *Portion* and a *parking space* 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 (BLOCK-B)**", 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 *parking space* 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 (BLOCK-B)**” 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 parking space/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, parking space 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 land measuring **4 Katha 11 Chhatak** more or less, recorded in R.S Khatian No. **799** correspondence to L.R Khatian No. 3116, 3117, 3118, 3119, comprised in and forming part of R.S Plot No. **12769** correspondence to L.R Plot No. 3829, situated within Pargana Baikunthapur, Mouza – **Siliguri** (L.R – Siliguri Dakshin-2), J.L No. 110 (88), Touzi No. 3 (Ja), Additional District Sub-Registrar Office **Siliguri**, Dist. Darjeeling, Pin-734001, Post Office- Siliguri, within Ward No. **24** of Siliguri Municipal Corporation, Police Station Siliguri, **North Bharat Nagar**, in the state of West Bengal.

The said premises is presently butted and bounded as follows:-

- By the North : Land of Prativa Rani Basak & Ratnes Kumar Basak;
 By the South : Land of Tapash Biswas and Others;
 By the East : Siliguri Municipal Road 24 Ft';
 By the West : Land of Nani Gopal Mallik, Now Jiban Mishra.

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* and a *parking space* measuring *Sq.Ft.* at *Portion* (having floor) of the *ground floor* in a sharing proportionate way for parking purpose only of the Ground (Parking) + Three Storied Residential Building named “**VYOM (BLOCK-B)**”, situated at North Bharat Nagar, Dist. Darjeeling, along with the proportionate undivided share of the Schedule “A” land whereupon the aforesaid building stands. The parking space shall be used for parking vehicles only.

SCHEDULE “C”

(DESCRIPTION OF THE COMMON AREAS AND THE COMMON USERS)

- a) All the staircase, landings, Top roof / terrace of the building;
- b) All the electrical fittings of the staircase and landings;
- c) All the drains, sewers and rain water pipes;
- d) All the overhead water tanks;
- e) All the well, water pumps and common running water pipe lines;
- f) All the pathways, gardens, main entrance and boundary walls;
- h) The Lift;
- i) 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.

(Signature of the Vendors)

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