

DEED OF CONVEYANCE (SALE)

THIS INDENTURE IS MADE ON THIS
THE DAY OF , TWO THOUSAND TWENTY .

**ONE SELF CONTAINED RESIDENTIAL FLAT MEASURING SQUARE FEET IN
CARPET AREA (BUILT UP AREA SQUARE FEET), TYPE BHK, BEARING
FLAT NO."3" AT THE FLOOR IN BLOCK " " OF A FOUR STORIED
RESIDENTIAL BUILDING KNOWN AS "SANVI RESIDENCY" AND SQUARE
FEET CAR PARKING SPACE ALONGWITH PROPORTIONATE UNDIVIDED SHARE IN
THE LAND MEASURING 14 (FOURTEEN) KATHA 5 CHATAK OR MORE OR LESS
0.236 (ZERO POINT TWO THREE SIX) ACRE ON WHICH SAID BUILDING STANDS.**

BY AND BETWEEN

MRS. RENU NANGIA, WIFE OF SHRI KRISHNA KANTA NANGIA, Indian by Nationality, Hindu by religion, Business by occupation, resident of House No.278 – Meghnath Saha Sarani, Opposite Seva Kendra, Pradhan Nagar, Ward No. III of Siliguri Municipal Corporation, Post Office and Police Station Pradhan Nagar, Siliguri, District Darjeeling, PIN.734003, in the state of West Bengal – hereinafter referred to and called as "**OWNER / FIRST PARTY**" (Which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, administrators, successors, executors and assigns) of the **FIRST PART**.

A N D

URBAN BUILDERS – A Proprietorship Firm – having its Principal Office at Sevoke Road, Opposite Pandit Mansion, Post Office Sevoke Road, Police Station Siliguri, District Darjeeling, PIN.734001, in the state of West Bengal – represented by its Proprietor namely, **MRS. RENU NANGIA**, WIFE OF SHRI KRISHNA KANTA NANGIA, Indian by Nationality, Hindu by religion, Business by occupation, resident of House No.278 – Meghnath Saha Sarani, Opposite Seva Kendra, Pradhan Nagar, Ward No. III of Siliguri Municipal Corporation, Post Office and Police Station Pradhan Nagar, Siliguri, District Darjeeling, PIN.734003, in the state of West Bengal – hereinafter referred to and called as "**ALLOTTER/ DEVELOPER/ SECOND PARTY**" (Which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include its legal representatives, administrators, successors, executors and assigns) of the **SECOND PART**.

A N D

MR./ MRS./ MISS.
SON/ DAUGHTER/WIFE OF
Indian by Nationality, by religion, by
occupation, resident of
.....
..... – hereinafter referred to as **“ALLOTTEE(S)/ THIRD PARTY”**
(Which term or expression shall excluded by or otherwise repugnant to the
subject or context be deemed to mean and include his/ her/ their/ its legal
representatives, administrators, successors, executors and assigns) of the **THIRD
PART.**

**The Developer and Allottee(s) shall hereinafter collectively referred to as the
“Parties” and individually as a “Party”.**

WHEREAS: A - The Developer has represented to the Allottee that:

i) The **Owner/ First Party** is the absolute and lawful owner of all that piece and parcel of **land measuring 14 (fourteen) Katha 5 Chatak or more or less 0.236 (zero point two three six) acre**, appertaining to **L. R. Khatian No.17/18 (old); 210 (new)**, comprised and included in **R. S. Plot No.306**; corresponding to its **L. R. Plot No.342**, situated within Pargana Patharghata, **Mouza Bairatisal, J. L. No.70**, under the jurisdiction of B.L. & L.R. Office Matigara, Police Station Matigara, A. D. S. R. Office Siliguri – II at Bagdogra, District Darjeeling (hereinafter referred to as **“Said Land”** and more particularly described in the Schedule – A hereinbelow), **vide a Deed of Sale**, duly executed and presented for registration on 1st June, 2007 and on payment of deficit stamp duty and registration fee finally admitted for registration on 22nd March, 2011, registered at the office of the Additional District Sub-Registrar Siliguri – II at Bagdogra, registered in Book No. I, C D Volume No.6, Pages from 2216 to 2233, being Document No.02161 for the year 2011, and since then she has been possessing and enjoying the land freely, openly and adversely without any interruption, intervention and disturbance from anybody whosoever in her actual and physical possession having permanent, heritable and transferable right, title and interest therein, free from all encumbrances, lien and charges whatsoever.

ii) **AND WHEREAS** subsequently abovenamed **Renu Nangia (Owner/ First Party)** mutated her name in the Records of Rights at the Office of B. L. & L. R. O., Matigara with respect to her aforesaid purchased land and after verifying the title deeds, chain deeds, relevant documents and physical possession B. L. & L. R. O. Matigara was pleased to mutate the name of **Renu Nangia (Owner/ First Party)** in Records of Rights and a revised **L. R. Khatian being No.6298** was framed and finally published in the name of **Renu Nangia (Owner/ First Party)** and later she duly converted the recorded classification of her aforesaid land from "RUPNI" to "BASTU", vide her prayer dated 10/07/2019 made before the Office of the Sub-Divisional Land & Land Reforms Officer Matigara, District Darjeeling, and allowed vide Land Conversion Cases No.CN/2019/0401/1990 and Memo No.1382/SDL&LRO-SLG/2019 in the name of land Owner herein.

iii) The **Owner/ First Party** has a scheme to develop her said land which would comprise of multi-storey apartments, parking spaces and other such necessary amenities and facilities as may be envisaged and entrusted her proprietorship firm to carry out the development. The development of said land is named as "**Sanvi Residency**".

iv) The developer has got a building plan sanctioned for entire land admeasuring **14 (fourteen) Katha 5 Chatak or more or less 0.236 (zero point two three six) acre**, by the Matigara Panchayat Samity with various facilities to be develop therein. The Matigara Panchayat Samity vide its letter dated 07/10/2021 (**Order No.493/MPS/Planning**) granted sanction of the intenerated plans, proposed development and construction on the said land.

B. The Said Land is earmarked for the purpose of building a *residential apartment/* project, comprising TWO BLOCKS of **[Ground (Parking)+4] Storied Residential Building** and the said project shall be known as "**Sanvi Residency (Project)**";

C. The Developer is fully competent to enter into this Agreement and all the legal formalities concerning the right, title, and interest of the Developer regarding the said land on which the Project is to be constructed have been completed;

D. The **Matigara Panchayat Samity** has granted the commencement certificate to develop the Project under **Registration No.586, vide approval bearing No.493/MPS dated 07/10/2021;**

E. The Developer has obtained the final layout plan approvals for the Project from **Matigara Panchayat Samity**. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority; ID being No. _____ under registration No. _____ dated _____;

G. The Allottee had applied for apartments in the Project vide Application No. _____ and has been allotted apartment No. _____ in Block _____ having carpet area of _____ Square feet, type _____ BHK, on _____ floor in along with garage/ closed parking No. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause (n) of Section 2 of the Act (**hereinafter referred to as the "Apartment" more particularly described in Schedule - A and the floor plan of the apartment is annexed hereto and marked as Schedule - B**);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell, and the Allottee hereby agrees to purchase the **Apartment** and the garage/closed parking as specified in Schedule - B;

AND WHEREAS the allotter has approved sell an **Apartment being No. _____**, having **Carpet Area of _____** Square Feet., (Built-up area _____ Square feet), type '**_____ BHK**', on **_____ floor**, in "**SANVI RESIDENCY**" alongwith _____ **Car parking space** as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project, **more particularly described in Schedule – A hereinunder**, alongwith all the appurtenances, privileges, appendages thereunto belonging and the right over the common facilities, amenities and installations of the building for valuable consideration to the allottee/purchaser (s), free from all encumbrances and charges whatsoever.

AND WHEREAS the allottee /Purchaser being in need of an apartment in the said project/ locality for his/ her requirements and schemes and being satisfied with the right, title and interest of the allotter and also being satisfied with all the papers and documents relating with the property, expressed his/ her willingness to purchase said **Apartment being No. _____**, having **Carpet Area of _____** Square Feet., (Built-up area _____ Square feet), type '**_____ BHK**', on **_____ floor**, in "**SANVI RESIDENCY**" alongwith _____ **Car parking space** as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project, **more particularly described in Schedule – A hereinunder**, alongwith all the appurtenances, privileges, appendages thereunto belonging and the right over the common facilities, amenities and installations of the building and offered a sum of **Rs. _____/- (Rupees _____)** **only** as consideration price for the property, free from all encumbrances and charges whatsoever.

AND WHEREAS the allotter has accepted the offer of the allottee/ Purchaser as fair, reasonable and highest in view of the prevailing market price has firmly and finally agreed to sale said **Apartment being No. _____**, having **Carpet Area of _____** Square Feet., (Built-up area _____ Square feet), type '**_____ BHK**', on **_____ floor**, in "**SANVI RESIDENCY**" alongwith _____ **Car parking space** as permissible under the applicable law, together

with pro rata undivided, indivisible and variable share in the common areas of the Project, **more particularly described in Schedule – A hereunder**, alongwith all the appurtenances, privileges, appendages thereunto belonging and the right over the common facilities, amenities and installations of the building and is free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever, for the valuable consideration of **Rs. _____/- (Rupees _____) only** as consideration price for the property and on the terms and conditions given hereinafter.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer, acceptance, mutual agreement and in consideration of the sum of **Rs. _____/- (Rupees _____) only**, paid by the allottee/ Purchaser to the allotter, (the receipt whereof is acknowledged by the allotter and he/ she also grants full discharge to the allottee/ Purchaser from the payment thereof) the allotter DOTN hereby convey, assign, sale and transfer unto the allottee/ Purchaser for forever all that **Apartment being** No. _____, having **Carpet Area of** _____ Square Feet., (Built-up area _____ Square feet), type '____ **BHK**', on _____ floor, in "**SANVI RESIDENCY**" alongwith _____ **Car parking space** as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project, **more particularly described in Schedule – A hereunder**, alongwith all the appurtenances, privileges, appendages thereunto belonging and the right over the common facilities, amenities and installations of the building and is free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever, together with all the appurtenances belonging to or in appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed or known as part or member thereof or be appurtenant thereto and all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the allotter into, out or upon the said premises or any part thereof **TO HAVE AND TO HOLD** the said apartment hereby granted and sold or intended so to be and every rights, members and appurtenances unto and to the use and benefit of the allottee/ Purchaser forever to be held as heritable and transferable immovable property and subject to the condition that the property will be used only for residential purpose.

THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS: -

- 1) That the interest which the allotter do hereby profess to transfer subsists as on the date of these presents with the allotter and the allotter have not previously transferred, mortgaged, contracted for sale or otherwise the property hereby transferred 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 encumbrances whatsoever and that the recitals made hereinafter are all true and in the event of any contrary, the allotter shall be liable to make good the loss or damage which the allottee/ purchaser may suffer or sustain in resulting there from.
- 2) That allotter further undertakes to take all action and to execute all documents required to be done, executed for fully assuring right, title and interest of the allottee/ purchaser to the property hereby conveyed at the cost of the allottee/ purchaser.
- 3) That it shall be lawful for the allottee/ purchaser from time to time and at all times hereafter to hold and enjoy the property hereby conveyed and every part thereof without any interruption, disturbances, claim or demand whatsoever from or by the allotter and/or person or persons claiming through, under or in trust with the allotter and also free and cleared from and against trusts, liens and attachment whatsoever.
- 4) That the allottee/ purchaser hereby covenants and declare not to injure, harm or cause damage to any part of the multistoried building by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereto or therein or otherwise in any manner whatsoever. However the allottee/ purchaser shall be entitled to any construction and/or alteration and modification that the allottee/ purchaser may wish to make within the four corners of the property hereby conveyed, expressed or intended so to be in his/ her/ their favour under these presents without causing any harm or injury to the structure and any part of the rest of the said building.

- 5) That the allottee/ purchaser shall be entitled to pay directly the Local Authority Taxes and other outgoings now payable or to be payable hereafter in respect of the property with proportionate indivisible share of land and get the property mutated in his/ her/ their name.
- 6) That the allottee/ Purchaser shall maintain and repair the internal portion of the property/ apartment on own costs and expenses.
- 7) That the allottee/ Purchaser shall be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the allotter or other allottee(s) who has/ have acquired any right, title and interest in the said project/ apartment or in any part of the project thereon.
- 8) That the undivided interest of the allottee/ purchaser in the soil of the project shall remain joint for all times with the other co-owners who has/ have acquired or who may hereafter acquire any right, title and interest in the SANVI RESIDENCY or in any part thereof, it being hereby declared that the interest is impartible.
- 9) That the allottee/ Purchaser shall be at liberty to obtain separate electric connection from the W. B. S. E. D. C. Ltd. in his/ her name and shall bear all expenses thereto.
- 10) That the allottee/ Purchaser shall pay the common expenses and use and enjoy the common areas and facilities, free from any obstruction or hindrances as the prudent man uses in his/her/their own apartment and for which other co-owners who may have acquired before or who may hereafter acquire any right, title and interest in the SANVI RESIDENCY or any part thereof, shall have no -objection or claim whatsoever.
- 11) That the allottee/ Purchaser shall not alter or cause to be altered any time any outer portion or architectural designs of the exterior including the colour scheme thereof.
- 12) That the allottee/ Purchaser shall not store or keep stored or allowed to be stored any articles, things, materials or goods in the common areas of the building.

- 13) That the allottee/ Purchaser shall contribute and/or be liable to pay such amount or amounts as may be fixed or determined by the association, body or society framed by the inhabitants of the said residency towards the payment for maintenance and repairing of the common facilities of the said residency and/or for common services to be provided in the said residency and shall abide by all the rules and regulations to be framed by the said association, body or society.
- 14) That the allottee further covenants that in case of any defect of title and/or of possession the property hereby conveyed, the allottee shall be liable to return the consideration price together with interest AT SUCH RATE AS MAY BE PRESCRIBED to the allottee/ purchaser.
- 15) That the allotter 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 allottee/ purchaser to the property hereby conveyed at the cost of purchaser.

SCHEDULE OF LAND ON WHICH SANVI RESIDENCY STANDS

All that piece and parcel of **rural land measuring 14 (fourteen) Katha 5 Chatak or more or less 0.236 (zero point two three six) acre**, the proportionate annual rent for the demised land is payable to the superior landlord the Govt. of West Bengal, represented by the B. L. & L. R. O.; Matigara, situated within Pargana Patharghata, **Mouza Bairatisal, J. L. No.70**, under the jurisdiction of Police Station Matigara, A. D. S. R. Office Siliguri – II at Bagdogra, District Darjeeling. The said land is comprised and included in the Khatian No. and Plot No. as given in the table hereinunder:-

L. R. Khatian No.	R. S. Plot No.	L. R. Plot No.	Area of Land
6298	306	342	0.236 acre
Total Land Measuring :			0.236 acre

The aforesaid land is butted and bounded as follows:-

- On the North : By the 32' – 00" feet wide Metal/ Pucca Road;
- On the South : By the sold land of Sakalu Singha;
- On the East : By the land of Paresh Chowdhury;
- On the West : By the land of Ashutosh Bhattacharjee.

SCHEDULE 'A'

ALL THAT Apartment No. _____, having Carpet Area of _____ Square Feet., (Built-up area _____ Square feet), type '____ BHK', on _____ floor, in "SANVI RESIDENCY" alongwith _____ Car parking space as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project:

SCHEDULE 'B'

[FLOOR PLAN OF THE APARTMENT]

ALL THAT Apartment No. _____ is shown in border along with an exclusive open terrace.

SCHEDULE- 'C'

[SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT]

- I. All wall 5" thick brick wall with sand cement mortar;
- II. Foundation : R. C. C. foundation with super – structure;
- III. Plastering : Outside and inside plaster with sand cement mortar;
- IV. Doors and Windows :
 - a) Main Door frame (5" x 2½") shall be WPC and door shall be of Membrane Designer Door (single leaf);
 - b) Other doors frame will be WPC (4" x 2½") and doors thereof shall be Membrane Designer Door (single leaf) and toilets door frame and door shall be a readymade good quality PVC;
 - c) **Windows** : Aluminum window with glass;
- V. **Flooring** : All floors will be finished by vitrified branded tiles with 4" skirting.
- VI. **Plumbing** : Inside water lines will be CPVC/UPVC pipe concealed and outside water lines will be surface with PVC pipe concealed with common PVC water tank;
- VII. **Toilets** : two toilets will be provided in every flat and inside wall will be finished by tiles upto 6' height, white colour commode and, two bib cock, 1 shower and one cistern (sleek) in each toilet;
- VIII. **Electric Work** : All electrical wiring including invertors points will be concealed with necessary modular switch (ISI Mark) and wires will be fitted (ISI Mark);
- IX. The First Party shall have the right to use all common right, amenities and facilities jointly with all other occupants inclusive of owner's allocated area of common water reservoir, over-head tank, water pump, stair

cases, landing, pathway, drainage, septic tank, roof, vacant area of the entire land etc. as per sanctioned plan;

- X. All extra work and transformer cost will be borne by the Third Party as per Architect Instruction and the payment for such extra work shall be made by the First Party in advance.

SCHEDULE - D **(COMMON EXPENSES)**

1. All expenses for maintenance, operating, decorating, replacing, repairing, renovating, white-washing, painting and repainting of the common portions and the common area in the building including the outer wall of the building.
2. All expenses for running and operating machinery and installations, comprised in the common portions including water pumps, lifts (if any), generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefit of and all other expenses of the personals 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. 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 organisation 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 vendor and/or the service organisation for the common purposes.

SCHEDULE - E

(THE COMMON AREA AND FACILITIES SHALL INCLUDES THE FOLLOWINGS)

1. The common proportionate - impartible right on the "Schedule – A" described land.
2. The foundation, column girder, beam, supports, roof, ways, main walls, corridors, lobbies, stairs ways and entrance and exits to and from the premises.
3. All the yards, path ways, gardens and open space (except Car parking space).
4. All and every installation of common service such as electrical fittings in stair case and common areas, water-fittings, rain water and waste water lines, drains, sewerage etc.
5. All the bore wells, the tanks, motor pump, delivery pipeline and all general apparatus and installations existing for common use.
6. All other parts of the property necessary and convenient for its existence and safety or normally in common use.
7. Such other common facilities as may be specifically provided for.

Separate sheets containing finger prints of both the hands of the vendors and the purchaser herein is annexed herewith forming part of these presents.

IN WITNESSES WHEREOF the ALLOTTER/ TRANSFEROR in sound mind and good health has set and subscribed his/ her respective hands on this Deed of Sale on the day, month and year first hereinabove written.

WITNESSES: -

1)

Seal & Signature of the ALLOTTER/ OWNER

2)

Signature of the ALLOTTEE/ PURCHASER

Drafted on the instructions of the parties herein, read over and explained to them by me and printed in my office

(Jitendra Kumar Poddar)

Advocate / Siliguri
Enrolment No.377/313/2003.

