

DEED OF CONVEYANCE

Area of Flat : One Residential Flat measuring **sq.ft.** including super built-up, Flat, Block-, at Floor and covered car parking space measuring **sq.ft.**, Block-....., at Floor along with proportionate undivided share in land.

Consideration : **Rs...../- (Rupees only)**

Plot No. : 472 (R.S.) 72, 54/55 (L.R.)

Sheet No. : 8 (R.S.) 37, 40 (L.R.)

Khatian No. : 622 (R.S.) 174, 155 (L.R.)

J. L. No. : 2

Mouza : Dabgram

Pargana : Baikunthapur

P.S. : Bhaktinagar

District : Jalpaiguri

THIS DEED OF CONVEYANCE MADE ON THIS THE DAY OF
202.., BETWEEN:

MANOKAMANA BUILDERS & DEVELOPERS, (PAN: ABOFM8829L), a PARTNERSHIP FIRM, having its principal place of business at Sarkarpara, Siliguri, Post Office: Sevoke Road, Police Station: Bhaktinagar, PIN-734001, District: Jalpaiguri, West Bengal, India, represented by its Authorized Partner, **Mr. SANDEEP AGARWAL (PAN: ACMPA3820A), (Aadhaar No: 3523 8842 9812)**, (Mobile No: 9800891128), s/o Mr. Omprakash Agarwal, hereinafter referred to as the "VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest and permitted assignees) of the ONE PART.

AND

Mr....., (PAN:)(Aadhaar No.), (Mobile No.), s/o, aged about:, by Nationality: Indian, by occupation:, residing at, PIN-....., Post Office, Police Station, District, West Bengal, India, hereinafter, referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

WHEREAS the above named Vendor had purchased land measuring 50.13 Kathas from Sri Bijay Kumar Prasad, son of Late Hari Sankar Prasad, by virtue of 9 (nine) Registered Deed of Conveyance as under:

1. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104586 for the year 2020, registered in the office of ADSR Bhaktinagar on 11.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 124681 to 124703.
2. Land measuring 4(four) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104718 for the year 2020, registered in the office of ADSR Bhaktinagar on 13.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 127658 to 127679.
3. Land measuring 2.463(two point four six three) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 54/55, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 155, Sheet No. 8(R.S.) 40(L.R.), being Document No. 071104726 for the year 2020, registered in the office of ADSR Bhaktinagar on 13.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 127741 to 127762.
4. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104826 for the year 2020, registered in the office of ADSR Bhaktinagar on 25.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 130796 to 130817.

5. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071105432 for the year 2020, registered in the office of ADSR Bhaktinagar on 15.12.2020, Book No. 1, Volume No. 0711-2020, Pages from 145800 to 145825.
6. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071102011 for the year 2021, registered in the office of ADSR Bhaktinagar on 01.03.2021, Book No. 1, Volume No. 0711-2021, Pages from 56073 to 56098.
7. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071102810 for the year 2021, registered in the office of ADSR Bhaktinagar on 24.03.2021, Book No. 1, Volume No. 0711-2021, Pages from 77584 to 77607.
8. Land measuring 3.917(three point nine one seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104149 for the year 2021, registered in the office of ADSR Bhaktinagar on 28.06.2021, Book No. 1, Volume No. 0711-2021, Pages from 112397 to 112420.

9. Land measuring 4(four) Katha 11(eleven) Chhatak 41(forty one) sq.ft., part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104196 for the year 2021, registered in the office of ADSR Bhaktinagar on 30.06.2021, Book No. 1, Volume No. 0711-2021, Pages from 112868 to 112891.

AND WHEREAS as such the vendors became the sole and absolute owner of all that piece or parcel of total land measuring 50.13 Kathas by virtue of aforesaid 9 (nine) deeds and the said land is in physical & khas possession of the vendors, having permanent heritable & transferable right, title and interest therein.

AND WHEREAS the vendor/Firm as per approval of the building plan accordingly from the appropriate authority bearing Plan No. SWS-OBPAS/0104/2023/0996 Dtd. 11.05.2023 and the firm started construction there on and buildings are constructed.

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

AND WHEREAS the vendors/Firm have decided to sell and offered for sale one flat, super built up area of Flat measuring **sq.ft.** atfloor, Block-.... and covered Parking space measuring **sq.ft.** (Approx.) at floor of Block-..... of the building to be known as **“OCEAN PEARLS”**, together with proportionate undivided interest appurtenant to the said flat in the common areas and facilities of the building and the land on

..... which the said Ocean Pearl standing more particularly described in the Schedule-A below, for a consideration of **Rs...../- (Rupees)** only.

AND WHEREAS the purchaser(s) being in need of a ownership accommodation for his/her/their residential use in the locality where the said building is under construction and considering the price so offered by the vendors as fair and reasonable, have agreed to purchase one Flat no. at floor, Block-..... and covered Parking space at Floor of Block-..., as described fully in the schedule-B below for a consideration of **Rs...../- (Rupees)** only.

AND WHEREAS the Vendor/Firm agreed to execute the Deed of absolute sale of the aforesaid Flat and Garage in favour of the purchaser(s) for effectually conveying the right title and interest in the said Residential flat, measuring **sq.ft.** including super built up area as Residential flat “.....” at floor, Block-..... and covered Parking space measuring **sq.ft.** (Approx.), Block-..... at Floor, as fully described in schedule-B given herein below for a consideration of **Rs...../- (Rupees)** only.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance of the aforesaid offer, acceptance and in consideration of a sum of **Rs...../- (Rupees)** only, paid by the purchaser(s) to the Firm (the receipts whereof the Vendor/Firm do hereby acknowledge and grants full discharge to the purchaser(s) from the payment thereof and hereby convey and transfer one Residential flat, on ownership basis,

measuring **sq.ft.** including super built up area as Residential Flat “.....” at Floor, Block-..... and covered Parking space measuring **sq.ft.** (Approx.), Block-... at Floor, as described fully in schedule- ‘B’ below, along with proportionate undivided share in the land, as described fully in Schedule ‘A’ below, to the purchaser(s) will/shall now TO HAVE AND TO HOLD the same absolutely and forever free from all encumbrances, subject to the proportionate payment of rent etc. to the Govt. of West Bengal.

2. That the purchaser(s) shall have all right, title and interest in the property hereby sold and conveyed to her/him/them along with common share or interest in the common portion & areas such as stair case, veranda, open space, septic tank, soak well, boring/Deep well, water storage tank, top roof, of the building and other fittings and fixtures of the building with other occupants of the building and shall hold and enjoy the same without interruption or obstruction whatsoever from the vendors or anybody claiming through or under them and all right, title and interest which vested in the vendors of said property shall henceforth vest in the Purchaser(s) to whom the said property has been conveyed absolutely.

3. That the Vendor/Firm declare that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendor/Firm have not previously transferred, mortgaged, contracted for sale or otherwise the said below Scheduled-B property or any part thereof to or in

favor of any other party or person and that the property hereby transferred, expressed or intended so to be suffers from no defect of title and that the recitals made herein above and hereinafter are all true and in the event of any contrary is proved then the Vendor/Firm shall be liable to make good the loss or injury which the purchaser(s) may suffer or sustain resulting thereon. That the Vendor/Firm further covenant with the purchaser(s) that if for any defect of title or for any act done or suffered to be done by the Vendor/Firm, the purchaser(s) deprived of ownership or of possession of the said property described in the Schedule-B below as Residential flat “.....”, or any part thereof in future, then the Vendors/Firm shall forthwith return to the purchaser(s) the full or proportionate part of the consideration money as the case may be together with interest at the rate of 12% per annum from the date of such deprivation of ownership or possession.

4. That the Purchaser(s) shall not do any act, deed or things whereby the development of the said buildings in any way hindered or impeded with, nor shall prevent the Vendor/Firm from selling, transferring, assigning, disposing of unsold portion or right, title and interest therein or appurtenant thereto.
5. That the Vendor/Firm further undertakes to take all action and to execute all documents required to be done or executed for fully assuring right, title and interest of the purchaser(s) to the property hereby conveyed at the cost of the purchaser(s).

6. That the purchaser(s) shall have to get the flat and garage mutated in his/her/their name in the record of Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay municipal taxes as may be levied upon him/her/them from time to time and may also get the proportionate land mutated in his/her/their name in the office of B.L. & L.R.O. and shall pay proportionate rent to the State of West Bengal.
7. That the purchaser(s) shall have right to sale, gift, mortgage or transfer otherwise, the ownership of the property subject to the same terms and conditions as stipulated in these presents or let out or lease out property to whosoever for residential use only.
8. That the running water shall be supplied from the main water storage tank of the building and purchaser(s) shall pay the proportionate charges for water supply.
9. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the purchaser(s) and Vendor/Firm or the other occupants of the building, the matter shall be referred to the arbitrator, as per provisions of Arbitration & conciliation Act 1996.
10. That the purchaser(s) would not encroach upon any portion of land or building curved out by the Vendor/Firm for the purpose of road, landing, stairs or other common purposes.
11. That the purchaser(s) shall have proportionate right, title and interest in the land, along with other occupants of the building. It is hereby declared that the interest in the land is impartible. The proportionate share or interest in the consolidated land is to be determined according to the area comprising the

unit or premises proportionate to the total constructed area on the said land and purchaser(s) shall be entitled to get such the proportionate land mutated in his/her/their name in the record of right.

12. That the purchaser(s) shall pay proportionate charges for common expenses & maintenance of the common portions & areas & utilities as will be determined by the Vendor/Firm or mutually by all occupants of the building from time to time, charges for common expenses shall be paid by the purchaser(s), even if the flat remains closed or unused by the purchaser(s).
13. That so long as flat and garage of the purchaser(s) not assessed separately for taxes and levies, purchaser(s) shall pay to the Vendor/Firm the proportionate share of such taxes as assessed and levied on the whole building by the Municipal Corporation or other competent authorities.
14. That the purchaser(s) shall be entitled to use common portions & areas or common provisions and utilities and facilities of the building such as common passages, staircase, electric facility, water supply, septic tank etc. with other occupants without hindrances either from the Vendor/Firm or from other occupants of the building, subject to payment of proportionate share of maintenance expenses of the said facilities. The maintenance of common services will be done either by the vendor/firm or by the occupants of the building mutually.

15. That the purchaser(s) shall not be entitled to demolish the construction and shall also not be entitled to change the outer shape and design of the building, but shall be at liberty to change minor internal shape of the flat at his/her/their cost and choice without changing and damaging R.C.C. structures, but the Vendor/Firm shall have right to construct and/or reconstruct any portion of the building without affecting purchaser(s) portion sold hereby, for which the purchaser(s) shall not raise any objection.
16. That in future, if the Vendor/Firm constructs with approval from competent authority more floors on the top roof, then purchaser(s) shall not raise any objection and purchaser(s) common right of top roof shall extend to the next top roof and Vendor/Firm shall arrange for shifting all facilities of top roof of the building to next top roof.
17. That if due to natural calamity or for any other reason in future the building is demolished, collapsed or destroyed and do not remain in a condition to be repaired in that case all occupants of the building shall re-construct the building jointly and shall bear proportionate cost of construction and shall get accommodation in such re-constructed building in same proportion and at the same position.
18. That the Purchaser(s) shall have right to use the top roof of the building along with other occupants of the building, but shall not right to make any temporary or permanent structure thereon.

SCHEDULE – A
DESCRIPTION OF LAND

All That piece and parcel of land measuring 0.8272 Acre [equivalent to 82.72 Decimals] [equivalent to 50.13 Katha] more or less, contained in R.S. Dag No. 472 corresponding to L.R. Dag Nos. 72, 54/55, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, 155, L.R. Sheet Nos. 37, 402, in Mouza: Dabgram, J.L. No. 2, Police Station: Bhaktinagar, District: Jalpaiguri, PIN: 734001, West Bengal, Additional District Sub-Registration Office at Bhaktinagar, and butted and bounded as follows:

North: 17 Feet wide pucca road;

South: Govt. acquired land;

East: In part Govt. acquired land & in other part land of others;

West: Sold land of Ramendra Chandra Sarkar.

SCHEDULE – B
SCHEDULE OF FLAT AND GARAGE

One Residential Flat as super built up area measuring **sq.ft.** at Floor, Block-... and covered Parking space measuring **sq.ft.** (approx.), Block-... at Floor in **OCEAN PEARL** a P+4 storied building standing on the land describe in Schedule A above.

The said Flat is bounded and butted as under:

By the North : ,

By the South : ,

By the East : , and

By the West : .

IN WITNESSES WHEREOF the parties do here unto set and subscribe their hands on the day, month and year herein above first written.

WITNESSES:

EXECUTANTS:

1.

2.

(Vendor)

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

ADVOCATE

SILIGURI

REGN. NO.