

DESCRIPTION OF FLAT

CONSIDERATION: Rs.

NAME OF THE COMPLEX: J.H.GREENS

AREA OF FLAT :

FLAT NO

SIDE :

BLOCK

FLOOR

PARKING : 1 covered Parking

R.S. PLOT NO.: : 776, 777

L.R. PLOT NO. : 798,799

R.S. KHATIAN NO. : 301, 57

L.R. KHATIAN NO. : 3676

J.L.NO. 157

MOUZA : KARNAJORA

GRAM PANCHAYAT: KAMLABARI-I

P.S. : RAIGANJ

DISTRICT : UTTAR DINAJPUR

BOUNDARY OF FLAT : NORTH -, SOUTH -, EAST -

....., WEST -

DEED OF CONVEYANCE
THIS DEED OF CONVEYANCE MADE ON THISTH DAY OF,
202.....

By and Between

“J.H DEVELOPERS LLP”, (PAN NO. AASFJ3815E), a Limit Liability Partnership firm, is incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act 2008, having its LLP incorporation number:- ABB-5994 dated 06/07/2022, having its registered Office at C/o Begraj Ashok Kumar, Naya Bazaar, Siliguri, P.O.& P.S.-Siliguri, Dist. - Darjeeling, PIN - 734005, in the State of West Bengal, REPRESENTED BY NO. 1 AS PARTNER & SELF AND NO. 2 & 3 AS PARTNERS - 1) SRI AYUSH AGARWAL, (PAN NO. BVSPA2264C), (ADHAAR NO. 521326267074), son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Green Valley Apartment, Upper Bhanu Nagar, behind Vishal Cinema Hall, P.O. - Sevoke Road, P.S. - Bhaktinagar, District – Jalpaiguri, PIN – 734001, in the State of West Bengal; (2) SRI HEMANT KUMAR AGARWAL, (PAN NO ACSPA4685M), (ADHAAR NO. 215477656114), son of Sri Binod Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of C/o Begraj Ashok Kumar, Siliguri, Naya Bazar, P.O. & P.S. Siliguri District Darjeeling, PIN -734005, in the State of West Bengal and (3) SRI JAGADISH PRASAD AGARWALA, (PAN NO. ACRPA8676R), (ADHAAR NO.326533717983), son of Late Narshing Das Agarwala, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Green Valley Apartment, Upper Bhanu Nagar, P.O. - Sevoke Road, P.S. - Bhaktinagar, District Jalpaiguri, PIN – 734001, in the State of West Bengal,No. 1& 2 Represented by their constituted Attorney vide Regd. Development Power of Attorney deed no. I – for 2023 Registered in the office of the A.D.S.R, Raiganj, in favour of another partner of “J.H DEVELOPERS LLP”, represented by its partner SRI JAGADISH PRASAD AGARWALA, (PAN NO. ACRPA8676R), (ADHAAR NO.326533717983), son of Late Narshing Das Agarwala, Hindu

by Faith, Indian by Nationality, Business by Occupation, Resident of Green Valley Apartment, Upper Bhanu Nagar, P.O. - Sevoke Road, P.S. - Bhaktinagar, District Jalpaiguri, PIN – 734001, in the State of West Bengal, hereinafter referred to as the VENDOR (which term of expression shall unless repugnant to or contrary to the context include their respective successors heirs executors administrators legal representatives and assigns) of the FIRST PART.

AND

SRI/SMT., PAN -, Aadhaar No.
S/o. /D/o. – Sri/Late, by faith, by profession, by
nationality Indian, Resident of–, Post Office -, Police Station -
....., Dist.–, Pin–, State -,
hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or
repugnant to the subject or contrary to the context include his/her/their heirs executors, administrators
legal representatives and assigns) of the SECOND PART.

Ownership of the Premises:

WHEREAS the **SCHEDULE – A** property along with others measuring an area of 2.11 acres in R.S. Plot no. – 776, R.S. Khatian no. - 301 was originally belonged to Gedru Barman. While possessing the schedule property along with others said Gedru Barman gifted 1.055 acres of land to his son Biren Chandra Barman vide Regd. Gift Deed No. 5774 for 1983 and rest portion i.e. 1.055 acres of land to his another son Dharendra Nath Barman vide Regd. Gift Deed No. 5776 for 1983 and delivered them the possession of the same. During L.R. settlement the R.S. Plot No. 776 converted into two L.R. Plot No. 797 and 798. While possessing the schedule property in ejmali said Dhiren Barman alias Dharendra Nath Barman gifted 0.10 acres of land in L.R. Plot No. 797 and 0.43 acres of land in L.R. Plot No. 798 to Aloka Barman vide Regd. Gift Deed No. 1065 for 2014 and he also gifted 0.10 acres of land in L.R. Plot No. 797 and 0.43 acres of land in L.R. Plot No. 798 to Ratan Barman vide Regd. Gift Deed No. 1059 for 2014 and delivered them the possession of the same. While possessing the said property **Aloka Barman** and **Ratan Barman** sold the same to **Ayush Agarwal** vide two **Regd. Sale Deed No. 5400 for 2022** and **No. 17177 for**

2022 and delivered him the possession of the same. While possessing in ejmali Ayush Agarwal filed a Partition Suit No. 09/2022 before the Ld. Civil Judge (Senior Division) Raiganj against Biren Barman and other co-sharers. The said suit was disposed off in term of compromise. As per solenama and final decree, the **SCHEDULE – A** property exclusively fall in the share of Ayush Agarwal. Since final decree of the Partition Suit No. 09/2022 said Ayush Agarwal is possessing the **SCHEDULE – A** property and paying up-to-date the Govt. Rent. Ayush Agarwal has obtained the permission for conversion in the **SCHEDULE – A** property vide Certificate of Conversion Memo No. 6N/286/2022 dt. 06/06/2022, Memo No. 1399/CONV/BL&LRO – Rai/2023 dt. 26/07/2023, No. 1400/CONV/BL&LRO – Rai/2023 dt. 26/07/2023 and No. 1401/CONV/BL&LRO – Rai/2023 dt. 26/07/2023 respectively.

That the **SCHEDULE – B** property along with others was originally belonged to Choimuddin alias Chiharu Md.. Said Choimuddin alias Chiharu Md. while possessing the **SCHEDULE – B** property along with others sold 0.2250 acres of land to Nihar Kona Mazumder vide Regd. Sale Deed No. 9150 for 1964 and 0.1650 acres of land to Moni Mohan Ghosh vide Regd. Sale Deed No. 9151 for 1964 and delivered them the possession of the same. Said Moni Mohan Ghosh and Nihar Kona Mazumder sold 0.34875 acres of land to Chameli Dey and Ranadhir Dey vide Regd. Sale Deed No. 6641 for 1984 and delivered them the possession of the same. The R.S. Plot No. 777 converted into L.R. Plot No. 799. Said Chameli Dey due to natural love and affection gifted her share to her husband Ranadhir Dey vide Regd. Gift Deed No. 7950 for 2008 and delivered him the possession of the same. Subsequently said Ranadhir Dey gifted 0.3400 acres of land to Ranabir Dey and Minati Dey Das vide Regd. Gift Deed No. 7952 for 2008 and delivered them the possession. Said **Ranabir Dey** and **Minati Dey Das alias Minati Das** sold the **schedule - B** property vide two **Regd. Sale Deed No. 5453 for 2022** and **No. 5237 for 2022** to **Ayush Agarwal** and delivered him the possession of the same. In L.R. R.O.R. No. 3676 the **schedule - B** property has duly been recorded in the name of Ayush Agarwal. Since

purchase said Ayush Agarwal is possessing the **schedule - B** property and paying up-to-date the Govt. Rent. Said Ayush Agarwal has obtained the permission for conversion of **schedule - B** property into Commercial Bastu vide Certificate of Conversion Memo No. Con/287/2022 dt. 06/06/2022. Thus SRI. AYUSH AGARWAL became the absolute owner and possessor of **schedule - A and schedule - B** property. **Sri Ayush Agarwal, Sri Hemant Kumar Agarwal and Sri Jagadish Prasad Agarwala** constituted a partnership firm named and styled "J.H.DEVELOPERS LLP", wherein the schedule A and B property has been brought into the said partnership business by Sri Ayush Agarwal as his initial capital contribution and the said firm embarked upon the development thereof by construction of the building complex named "J.H GREENS" thereon.

Residential Development and Sanction of Plan:

The Vendor herein applied for and obtained the sanction of a building plan, vide order No. 40/UDZP/PLAN/2022-2022 dated 03/01/2023 (the "Sanctioned Plan");

The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority
at _____ no. _____; on _____ under registration

The Vendor have since named the development project as "J.H.GREENS" which is a project consisting of a Ground Floor and 5 storied building complex with Residential Units comprising 3 Block, which consists of 110 nos flats/ units over plots of land admeasuring about 1.21 acres out of 1.23 acres in aggregate comprised in and forming part of L.R. Plot Nos. 798 and 799, appertaining to L. R. Khatian No. 3676, within, J.L.No. 157, Mouza Karnajora, B.L. & L R. Office Raiganj, Police Station - Raiganj, District- Uttar Dinajpur, PIN – 733130, West Bengal thereafter referred to as the said Project"). In this presents the residential portion of the Project is hereafter referred to as the said "Complex".

The Vendor, pursuant to the constitution of the Limited Liability partnership firm obtained the Sanctioned Plan for the Complex from the Vendor and commenced the construction.

AND WHEREAS the Vendor 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 Vendor have decided to sell and offered for sale One Residential Flat No. , on the_____floor, Side, having super built-up area(.....) square feet, measuring _____Sq.ft. carpet area and _____Sq.ft balcony, more or less in Tower/Building No.____of the Project named “J.H.GREENS”, 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 J.H GREENS standing more particularly described in the **Schedule-C** below, for a consideration of Rs...../- (Rupees) only.

AND WHEREAS the purchaser 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 vendor as fair and reasonable, have agreed to purchase One Residential Flat No.

_____, on the_____floor, Side, having super built-up area(_____) square feet, measuring _____Sq.ft. carpet area and _____Sq.ft balcony, in Tower/Building No.____of the Project named “J.H.GREENS”, as described fully in the schedule-C below for a consideration of Rs...../- (Rupees) only.

AND WHEREAS the Vendor agreed to execute the Deed of absolute sale of the aforesaid Flat with 1 car parking area in favour of the purchaser(s) for effectually conveying the right title and interest in the said Residential Flat No.

_____, on the_____floor, Side, having super built-up area(_____) square feet, measuring _____Sq.ft. carpet area and _____Sq.ft balcony, in Tower/Building No.____of the Project named “J.H.GREENS”, as described fully in the schedule-C below for a consideration of Rs...../- (Rupees) only.

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

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree 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 vendor (the receipts whereof the Vendor do hereby acknowledge and grants full discharge to the purchaser(s) from the payment thereof and hereby convey and transfer one Residential Flat described in the Schedule - C, 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 J.H GREENS standing, 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 declare that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendor have not previously transferred, mortgaged, contracted for sale or otherwise the said below **Scheduled-C** 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 shall be liable to make good the loss or injury which the purchaser(s) may suffer or sustain resulting thereon. That the Vendor 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, the purchaser(s) deprived of ownership or of possession of the said property described in the **Schedule-C** below or any part thereof in future, then the Vendor 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 rates specified in the rules 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 from selling, transferring, assigning, disposing of unsold portion or right, title and interest therein or appurtenant thereto.

5. That the Vendor 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 and get it numbered as a separate holding and shall pay local 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. Office at Raiganj 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 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 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 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 the proportionate share of such taxes as assessed and levied on the whole building by 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 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 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 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 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 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 and shall not claim any title of the top roof.

SCHEDULE – A

Dist. – Uttar Dinajpur , P.S. – Raiganj , Mouza – Karnajora , J.L.No. – 157 , Panchayat – No. – 13 Kamalabari (1)			
Khatian No.	Plot No.	Area of Land	Classification
R.S. - 301 L.R. - 3676	R.S. - 776 L.R. - 798	1.060 Acres	Commercial Bastu.

SCHEDULE – B

Dist. – Uttar Dinajpur , P.S. – Raiganj , Mouza – Karnajora , J.L.No. – 157 , Panchayat – No. – 13 Kamalabari (1)			
Khatian No.	Plot No.	Area of Land	Classification
R.S. - 57 L.R. - 3676	R.S. - 777 L.R. - 799	0.170 Acres	Commercial Bastu.

Boundary of Schedule – A :- **North** – Paresh Barman and others , **South** – Dhiraj Barman, Santosh Barman and Biren Barman in Plot No. 798, **East** – Schedule – B property of Ayush Agarwal and others, **West** – Saugata Dutta and others.

Boundary of Schedule – B :- **North** – Ratan Barman and others, **South** – Minati Dey Das, **East** – 35 feet wide No. 10 A State High Way, **West** – Schedule - A property of Ayush Agarwal.

Schedule – A and Schedule – B total area 1.23 acres in which 1.21 Acres are sanctioned planed area upon which the Building complex named J.H GREENS STANDS.

SCHEDULE-“ C”
DESCRIPTION OF FLAT

(a) The Said Flat, being Residential Flat No.____, side, on thefloor, having super built-up area of_____ (_____) square feet, more or less and measuring _____Sq.ft. carpet area and _____Sq.ft balcony, more or less in Tower/Building No. _____of the Project named “J.H.GREENS”

Boundary of the Flat :- **North** – , **South** – , **East** – , **West** –

(b) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule - D below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Deed; and

(c) The Land Share, being undivided, impartible, proportionate and variable share in the Schedule - A and Schedule - B land underneath the Said Tower/Building, as be attributable and appurtenant to the Said Flat.

SCHEDULE- “D”

(Common Areas and Installations- Common to the Co-Owners of the Building)

- 1) Stair Case on All Floors
- 2) Stair Case Landing On All Floors
- 3) Common Passage and Lobby on the Ground Floor excepting other Allotted Space
- 4) Water Pump, Water Tank, LIFT, Water Pipe and other Common Plumbing Installations.
- 5) Electrical Wiring and Fittings and Fixtures for lighting the stair case, Lobby and Landings and Electrical Installations with main Switches and Meters and Space required therefore.
- 6) General Common Elements of all appurtenances and facilities and other items and other items which are not part of the said Apartment.
 - a) Exterior conducts utility lines Septic Tank/Tanks.
 - b) Public Connection, Meters, GAS, electricity , Telephone and Water Owned by Public Utility or other providing services and located outside the complex.
 - c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - d) All elevations including shafts walls machine rooms.
 - e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
 - f) The foundation, fittings, columns, griders, beams, support exterior walls of the complex beyond the “SAID APARTMENT” side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceilings and all stair cases in the building.
 - g) Telephone and electrical systems contained within the said building.
 - h) Deep tube well for water supply.

Specification, Amenities, Facilities (Which are part of the project)

- i. Automatic passenger Lifts
- ii. Community Hall
- iii. Doctor chamber
- iv. 24* 7 Security
- v. Swimming Pool

- vi. Gymnasium
- vii. Open Air Green Space
- viii. CCTV Camera
- ix. Kids Play area
- x. Roof top gazebo
- xi. Jogging track
- xii. Fire Fighting Equipment
- xiii. Landscape garden
- xiv. Roof top garden
- xv. Badminton Court
- xvi. Four wheeler electric car charger
- xvii. Smart tuition classes

Note: Amenities are strictly for the use by Apartment Purchaser and their family members only. In No Case the Friends, Relatives or any one of the Purchasers shall take the benefits of the amenities as mentioned in the Schedule D.

(Common Expenses)

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area and facilities including pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipment's in under or upon the building enjoyed or used in common by the purchasers or other occupier thereof .
- 2) The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.
- 4) The cost of decorating the exterior of the building. The cost of repairing and maintenance of water pump, electrical installations and lights and service charges supplies of common facilities.
- 5) Insurance premium, if any for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 6) Municipal taxes/ Panchayat Tax, multi storied building tax, if any and other similar taxes save those separately assessed on the respective flat.

- 7) Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
- 8) Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and up-keepment or the building as may be determined by the flat and /or unit Owners association.
- 9) The expenses for maintenance of the Amenities, facilities which are part of the project shall be borne by the Flat and garage owners proportionately or by the society formed by them.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser: (including joint buyers)

(1) Signature _____ Name ____

Address _____

(2) Signature _____ Name ____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor

(1) Signature__ Name_____

Address _____

Vendor/Developer/confirming party

(1) Signature _____ Name_____

Address _____

At _____ on _____ in the presence

of:

WITNESSES:

1. Signature_____Name____Address _____

2. Signature_____Name_____Address _____