

**DEED OF CONVEYANCE (SALE)**

One Residential Flat measuring .....Sq.ft. (Rera Carpet Area), .....Sq.ft (Super-Built Up area) in the ..... Floor and Parking Space in the Ground Floor of a Ground plus Three Storied Residential Cum Commercial building named "**AUREATE RESIDENCY**" with a proportionate undivided share in the land on which the same stands.

MOUZA : Siliguri (R.S.); Siliguri Madhya Paschim (L.R.)  
J.L.NO. : 110(R.S.); 90 (L.R.)  
R.S PLOTNOS. : 2043  
L.RPLOTNOS : 2274  
KHATIANNO. : 627 (R.S.); 6308, 6219 & 6307 (L.R.)  
Ward No. : IV (S.M.C.)  
P.S. : Siliguri  
DISTRICT : DARJEELING  
CONSIDERATION : Rs. /-

THIS DEED OF SALE IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

**BET WE E N**

**SRI/SMT**....., **Son/Wife of Sri/Late**....., Hindu by Religion, Indian by Nationality, ..... by Occupation, Resident of..... P.O.....P.S....., District....., in the State of West Bengal-hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context his/her heirs, executors, successors, administrators, representatives and assigns) of the "**FIRST PART**". (**PAN**..... ).

**AND**

**(1)SRI PRADIP KUMAR SARKAR**, [I.T. PAN: AVWPS9491E] [AADHAAR: 526281479812] **(2)SRI SANKAR SARKAR**, [I.T. PAN: AIMPS4350B] [AADHAAR: 729387043214] & **(3) MS. SWAPNA SARKAR**, [I.T. PAN: FCEPS7087E] [AADHAAR: 509226077773] all are sons/daughter of Late Jatindra Nath Sarkar, Hindu by faith, Indian by nationality, Business/Household work by occupation, residents of Majumdar Colony, Mahananda para, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin-734001, in the State of West Bengal – hereinafter collectively called the **VENDORS** (Which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, administrators, legal representatives and assigns) of the **SECOND PART**. [The Vendors hereof are being represented by their duly appointed *Constituted Attorney* **M/S. BALAJEE REAL ESTATE**, [I.T.

PAN : AAUFB6623Q] a partnership firm, having its office address at “Shyama Kunj”, Pranami School Road Last, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin- 734001, in the State of West Bengal, represented by one of its partners namely **SMT. SUMAN DALMIA AGARWAL**, [I.T. PAN : ACCPA8114F] [AADHAAR: 854123222846] Wife of Sri Sunil Kumar Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, vide General Power of Attorney being document No. I- 2196 for the year 2022 registered at the office of the A.D.S.R. Siliguri]

**AND**

**M/S. BALAJEE REAL ESTATE**, [I.T. PAN : AAUFB6623Q] a partnership firm, having its office address at “Shyama Kunj”, Pranami School Road Last, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin- 734001, in the State of West Bengal, represented by one of its partners namely **SMT. SUMAN DALMIA AGARWAL**, [I.T. PAN : ACCPA8114F] [AADHAAR: 854123222846] Wife of Sri Sunil Kumar Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal hereinafter called the **PROMOTER/DEVELOPER** (which expression shall mean and include unless excluded by or repugnant to the context its executors, successors in office, legal representatives, administrators and assigns) of the **THIRD PART**.

**WHEREAS** One Jatindra Nath Sarkar, Son of Late Shyama Charan Sarkar, was the recorded owner in possession of all that 9.851 Acres of land recorded in R.S. Khatian No. 627, 2317 and 2404 comprising numerous Plot Nos. within Mouza Siliguri, J.L. No.110(88), P.S. Siliguri, Dist. Darjeeling out of which he had sold a large portion of land to different individuals and lastly remained in khas possession of 90 Katha of land out of the aforesaid land and being in possession of the said landed property the above named Jatindra Nath Sarkar died intestate on 04.07.2001 leaving behind him, his three sons namely (1) Sri Pradip Sarkar, (2) Sri Dipak Sarkar, (3) Sri SANKAR Sarkar & (4) Ms. Swapna Sarkar as his sole legal heirs and successors who accordingly inherited the said landed property in equal share as per the provisions of the Hindu Succession Act, 1956 each having 1/4<sup>th</sup> undivided share thereupon which is measuring about 22½ Katha. It is pertinent to mention here that the wife of said Jatindra Nath Sarkar namely Bani Sarkar predeceased him on 27.03.1998.

**AND WHEREAS** thereafter said Sri Dipak Sarkar transferred all that 9¼ Katha of land out his part of 22½ Katha of land unto and in favour of his brothers and sister namely Sri Pradip Sarkar, Sri Sankar Sarkar & Ms. Swapna Sarkar (i.e. the Vendors hereof) through a Deed of Gift which has been transcribed in Book No. I, Volume No.2, in pages 213 to 218, being document No. I- 64 for the year 2003 registered at the office of the A.D.S.R. Siliguri dated 07.01.2003.

**AND WHEREAS** it is also pertinent to mention here that subsequently the above named legal heirs have amicably partitioned their aforesaid inherited land by executing a Deed of

Partition to that effect being document No. I- 977 for the year 2003 registered at the office of the A.D.S.R. Siliguri dated 24.02.2003 whereby said Sri Dipak Sarkar was allotted his part of 13¼ Katha of land with building standing thereupon with particular boundary demarcating the same specifically and remaining 76¾ Katha of land with building standing thereupon with particular boundary demarcating the same specifically was allotted to Sri Pradip Sarkar, Sri Sankar Sarkar & Ms. Swapna Sarkar (i.e. the Vendors hereof) through the said registered deed of partition.

**AND WHEREAS** the Vendors hereof out their entire aforesaid land, have presently decided to raise a multi storeyed residential cum commercial building upon all that 7 Katha 15 Chhatak 11 Sq.Ft. or 0.13145 Acre of land as particularly described in the Schedule-"A" herein below.

**AND WHEREAS** being the absolute co-owners of the afore mentioned land the parties of the First Part hereof on 22.07.2022 have entered into development agreement with the Promoter/Developer hereof with intent to raise multi storey residential cum commercial complex there upon the said land vide document No. I- 2188 for the year 2022 registered at the office of the A.D.S.R. Siliguri and in furtherance of the said development agreements the Promoter/Developer has also initiated development works upon the below Schedule-"A" land.

**AND WHEREAS** meanwhile the Vendors/Promoter have obtained a duly sanctioned building plan to construct a G + Three Storeyed Commercial cum Residential complex on the Schedule-"A" land being building plan being No. SWS-OBPAS/0104/2023/1951 dated 12/11/2023 duly sanctioned by Siliguri Municipal Corporation and in the process the Vendors/Promoter have also obtained "**LANDUSE COMPLIANCE CERTIFICATE (LUCC)**" issued by the office of the Siliguri Jalpaiguri Development Authority, vide its Memo No. 11133/SJDA dated 17.04.2023 and Fire Safety Certificate issued by Deputy Director, West Bengal Fire and Emergency Services vide Memo No. FSR/0125186230500067, dated 22.03.2023.

The said Land is earmarked for the purpose of a Ground plus Three Storied Residential Cum Commercial building and the said project shall be known as "**AUREATE RESIDENCY**".

**AND WHEREAS** the Vendors/Promoter have formulated a scheme to enable a person/party intending to have own unit or premises in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

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

**AND WHEREAS** the Vendors/Promoter has now firmly and finally decided to sell and have

offered for sale to the purchaser/s a flat measuring about.....sq.ft. (Rera Carpet Area) at..... Floor and Parking Space in the Ground Floor of the building more particularly described in the Schedule-B given herein below, for a valuable consideration of Rs /- (Rupees.....Only).

**AND WHEREAS** the Purchaser/s being in need of a flat and parking space in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors to the said land, site plan, sanctioned building plan, standard of workman ship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendors/Promoter as fair, reasonable and highest have agreed to purchase from the Vendors/Promoter, the said flat and parking space more particularly described in the **Schedule - B** given herein under with undivided common share or interest in the stairs, roof, open space, toilet, well, overhead tanks and other fittings and fixtures and other common parts, services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs. /- (Rupees.....Only).

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

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1. That in consideration of a sum of Rs...../- (Rupees .....Only) paid by the Purchaser/s to the Vendors/Promoter, the receipt of which is acknowledged by the Vendors/Promoter by execution of these presents and grants full discharge to the Purchaser/s from the payment there of and the Vendors/Promoter do hereby convey and transfer absolutely the Schedule -B property, to the purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/Promoter, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/s and shall have no claim

whatsoever upon the Vendors/Promoter as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the purchaser/s shall have all rights, title and interest in the Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Promoter or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors/Promoter with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.

4. That the purchaser/s hereby covenant with the Vendors/Promoter not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.

5. That the Vendors/Promoter declare that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendors/Promoter have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed oriented so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.

6. That the Vendors/Promoter do hereby covenant with the purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Promoter proposes to transfer subsists and the Vendors/Promoter have full right and authority to transfer the SCHEDULE-B property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall herein after peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

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

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors/Promoter shall have no responsibility or any liability in this respect.

9. That the Vendors/Promoter further under take to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the

Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.

10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-B property both at the Office of the B.L. & L.R.O. Matigara and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay S.M.C. Holding taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out, lease-out the Schedule-B property to whomsoever.

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

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

14. That the Vendors/Promoter will pay up to date S.M.C. Holding taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

15. That the Vendors/Promoter shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property except for unsold portion of the building which shall be borne by the Vendors/Promoter proportionately with all the Purchaser/s unless separately levied upon and charged for.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Apartment owners Association by framing a proper memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments.

17. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, etc. as will be determined by the Vendors/Promoter from time to time till the time an executive body or any other authority of the building or Apartment owners association is formed to take care of the common maintenance of the building.

18. That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.



19. That in case the purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C given herein under) within time allowed by the Vendors/Promoter or the Apartment Owners Association the purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendors/Promoter or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Promoter or the Association in consequence thereof.

20. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Promoter for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Promoter or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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

22. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building save the battery operated inverter.

23. That the Purchaser/s shall have no objection if the other owners/occupants of the flat in another block in the said complex uses the parking facility in the block in which the purchaser/s of these present has/have purchased the Schedule-B property, provided the said facility has been allotted/sold by the Vendors/Promoter.

24. 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 Vendors/Promoter and the Purchaser/s or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she shall have the right to move to Court at Siliguri.

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



All that piece or parcel of homestead land measuring 7 Katha 15 Chhatak 11 Sq.Ft. or 0.13145 Acre, in part of R.S. Plot No.2043, corresponding to its L.R. Plot No.2274, recorded in Khatian No.627 (R.S.); 6308, 6219 & 6307 (L.R.), within Mouza Siliguri (R.S.); Siliguri Madhya Paschim (L.R.), Pargana Baikunthapur, J.L. No. 110(R.S.); 90 (L.R.), located at Govt. Sawmill road, within Ward No. IV (S.M.C.), under P.S. Siliguri, Dist. Darjeeling.

The said land is butted and bounded as follows:

BY NORTH : 5100 MM wide S.M.C. Road;  
BY SOUTH : Land and house of Late Shanti Ranjan Ghosh;  
BY EAST : 2750 MM wide Private Road;  
BY WEST : House of Sri Swapan Joardar.

### **SCHEDULE- " B"**

#### **(DESCRIPTION OF THE PROPERTY HEREBY SOLD)**

All that Residential Flat, being Flat No .....,on the Third Floor, having carpet area measuring..... square feet, super built-up area measuring ..... square feet, in Block-.... along with One Parking Space area measuring ..... square feet in the Ground Floor of the building named" **AUREATE RESIDENCY " together with proportionate undivided share in the Schedule 'A' land on which the building stands.**

### **SCHEDULE- "C"**

#### **(COMMON EXPENSES)**

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1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, care taker, 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. Panchayat tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).
7. Costs of formation and operation of the service organization including the Office

expenses incurred for maintaining the office thereof.

8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.

9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organization for the common purposes.

**SCHEDULE- "D"**  
**(COMMON PROVISIONS AND UTILITIES)**

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1. Staircase and staircase landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes and common plumbing installation
4. Drainage and sewerage.
5. Boundary wall and main gate.
6. Top Roof of the Building
7. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

IN WITNESS WHEREOF the Vendors/Promoter do here unto set their respective hands on the day, month and year first above written.

**WITNESSES:-**

1.

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

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VENDORS

2.

PURCHASER(S)

PROMOTER/DEVELOPER

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Drafted by me as per instructions of the parties, read over, explained the contents to them & printed in my chamber.

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Advocate,Siliguri