

# **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 \_\_\_\_\_ Floor of a (Parking+4) i.e., Four Storied Residential Building named " **KEDAR DHAM** " with a proportionate undivided share in the land on which the same stands.

MOUZA : DABGRAM  
J.L.NO. : 02  
R.S. PLOT NO. : 77/554  
L.R. PLOT NOS : 62  
L.R. KHATIANNNO. : . 225, 226, 227 & 228  
Police station : Bhaktinagar  
DISTRICT : JALPAIGURI  
CONSIDERATION : Rs. /-

WITHIN SILIGURI MUNICIPAL CORPORATION

THIS DEED OF SALE IS MADE ONTHIS THE \_\_\_\_\_ DAYOF \_\_\_\_\_ 2023

**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 –herein after called the  
“**PURCHASER**” (which expression shall mean and include unless excluded by or repugnantto  
the context his/her heirs, executors, successors, administrators, representatives and assigns) of  
the “**FIRST PART**”.(PAN.....).

**AND**

**1. SMT. REKHA KEDIA**(P. A. No.AGWPK8909J)(Aadhaar No. 5726 9164 6939) W/O Sri Manoj Kedia, **2. SMT. NABITA KEDIA**(P. A. No. ARTPK1161G)(Aadhaar No. 8310 2101 1094) W/O Sri Ranjit Kedia, **3. SMT. NISHA AGARWAL**(P. A. No. AJFPA6452Q)(Aadhaar No. 3920 6641 2067) W/O Sri Kishan Lal Agarwal &**4. “KISHAN LAL AGARWAL & SONS HUF”**(P. A. No. AAIHK5660A), represented its “**KARTA”SRI KISHAN LAL AGARWAL**(P. A. No. ACYPA4054E)(Aadhaar No. 8766 2987 4895) S/O Late Kamla Prasad Agarwal, all are Hindu by Religion, Indian by Nationality, Business by Occupation, No. 1 & 2 are residing at 32 Vidyasagar Road, Khalpara, Siliguri & No. 3 & 4 are residing at S. P. Mukherjee Road, Khalpara, Siliguri, all P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, 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, successor-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

**K N CONSTRUCTION”**(P. A. No. AAXFK9387P), a Partnership firm, having its Office at 32 Vidyasagar Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, represented by one of its Partner **SMT. NABITA KEDIA**(P. A. No. ARTPK1161G)(Aadhaar No. 8310 2101 1094) W/O Sri Ranjit Kedia, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at 32 Vidyasagar Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, 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 **THIRDPART**.

**WHEREAS** the above named Land Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL&SMT. SUMITRA DEVI KEDIA** were the joint absolute owner of all that piece or parcel of land measuring **1.75(One Point Seven Five)** Kathas, appertaining to R. S. Plot No. **77/554**, recorded R. S. Khatian No. **800**, situated at Mouza-**DABGRAM**, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9**, P.S-Bhaktinagar, Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 4, Pages from 5947 to 5962, being Document No. 01777, for the year 2011, registered at District Sub-Registry Office Jalpaiguri, executed by **Sri Jiren Roy S/O Late Umel Singh Roy** of Jyotinagar, Siliguri and shall ever since then the said Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL&SMT. SUMITRA DEVI KEDIA** had been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**AND WHEREAS** the above named Land Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL&SMT. SUMITRA DEVI KEDIA** were also the joint absolute owner of all that piece or parcel of land measuring **6.4375(Six Point Four Three Seven Five)** Kathas, appertaining to R. S. Plot No. **77/554**, recorded R. S. Khatian No. **800**, situated at Mouza-**DABGRAM**, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9**, P.S-Bhaktinagar, Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 4, Pages from 5963 to 5978, being Document No. 01778, for the year 2011, registered at District Sub-Registry Office Jalpaiguri, Dist. Jalpaiguri, executed by **Sri Jiren Roy S/O Late Umel Singh Roy** of Jyotinagar, Siliguri and shall ever since then the said Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL&SMT. SUMITRA DEVI KEDIA** had been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**AND WHEREAS** subsequently the above named co-sharer namely **KEDARNATH AGARWAL&SMT. SUMITRA DEVI KEDIA** had transferred their undivided shares of land measuring **2.7292(Two Point Seven Two Nine Two)** Kathas, appertaining to R. S. Plot No. **77/554**, recorded R. S. in Khatian No. **800**, situated at Mouza-**DABGRAM**, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9**, P.S-Bhaktinagar, Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri, unto & in favour of their co-sharer namely **SMT. REKHA KEDIA(Land Owner No. 1 hereof)**, by virtue of Deed of Gift, recorded in Book No. I, CD Volume No. 0711-2020, Pages from 58241 to 58265, being Document No. 071102101, for the year 2020, registered at Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.

**AND WHEREAS** thereafter the said Land Owners recorded the aforesaid land in their names in the record of rights at the Office of B. L. & L. R. O Rajganj and shall ever since Four new L. R. Khatian, being Khatian No. 227 was framed in the name of Land Owner No. 1, being Khatian No. 228 was framed in the name of Land Owner No. 2, being Khatian No. 225 was framed in the name of Land Owner No. 3 & being Khatian No. 226 was framed in the name of Land Owner No. 4, as per provision of W. B. L. R. Act 1955 & subsequently the Land Owners also converted the classification of their respective shares of land from Sahari to Bastu, vide Four Conversion Cases, being Conversion Case No. CN/2020/0701/766 in the name of Land Owner No. 1, being Conversion Case No. CN/2020/0701/767 in the name of Land Owner No. 2, being Conversion Case No. CN/2020/0701/769 in the name of Land Owner No. 3 & being Conversion Case No. CN/2020/0701/768 in the name of Land Owner No. 4. Rights & Conversions the said Land Owners have become the sole absolute Owners of the aforesaid land total measuring **8.1875(Eight Point One Eight Seven Five)** Kathas, having permanent heritable & transferable right, title & interest therein.

**AND WHEREAS** above named owner in order to have optimum use of their aforesaid landed property decided to develop the said land by constructing amalgamated their land into a single land & desirous of constructing a Ground (Parking+4) Four Storied Residential Building on the aforesaid plot of land more particularly described in the schedule given hereunder and the Plan prepared for which was approved on 26-06-2021 sanctioned by the Siliguri Municipal Corporation, Vide approved Building Plan No. 0109146217900086 & the said Plan was sanctioned on 08-02-2022.

The said Land is earmarked for the purpose of a (Parking+4) Four Storied Residential Building and the said projects Shall be known as **“KEDAR DHAM ”**.

**B. AND WHEREAS** the Vendors/Promoter being desirous of constructing of a Basement (Parking+4) Four Storied Residential Building on the Schedule-A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority Building Plan No. 0109146217900086 & the said Plan was sanctioned on 08-02-2022.

**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 have now firmly and finally decided to sell and have offered for sale to the purchaser / flat measuring about.....sq. ft. (Rera carpet Area) at ..... Floor and Parking Space in the \_\_\_\_\_ 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 here in 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/ sand 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 hence forth 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 or intended 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 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 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. Rajganj and concerned Municipality and get it numbered as a separate holding and shall pay Municipal taxes as may be believed 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/occupant soft he 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 Municipal 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 herein after 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 land measuring **8.1875(Eight Point One Eight Seven Fie)** Kathas, appertaining to R. S. Plot No. **77/554, corresponding to L. R. Plot No. 62**, recorded R. S. Khatian No. **800** corresponding to L. R. Khatian Nos. **225, 226, 227 & 228**, situated at Mouza-**DABGRAM**, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9** corresponding to L. R. Sheet No. **32**, P.S-Bhaktinagar, within S. M. C Ward No. "**XXXXI**", bearing Holding No. **V/100/B/33**, Located at "**Baikunthapally Road**", Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri. The R. O. R. of land is Sahari & proposed use of land is Bastu.

The said land is butted & bounded as follows:-

By the North – Land of R. S. Plot No. 553

By the South – 14 Ft. wide S. M. C Road

By the East – Sold land of Anjana Sarkar

By the West – 40 Ft. wide S. M. C Road

**SCHEDULE- B**

**(Description of the Apartment hereby sold)**

All that Residential Flat, being Flat No..... ,on the \_\_\_\_\_ 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 \_\_\_\_\_ Floor of the building named "**KEDAR DHAM**" together with proportionate undivided share in the Schedule 'A' land on which the building stands.

**SCHEDULE- "C"**

**(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, girders, 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)

1. Lift

4. Security Guard.

## **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, 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.

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 hand understood personally by the Purchaser/s and the Vendors.

1.

2.

3.

4.

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VENDORS

**2.**

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PURCHASER(S)

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PROMOTER/DEVELOPER

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