

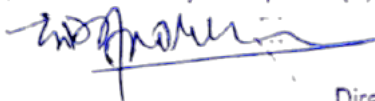
## Conveyance Deed

THIS Deed of Coveyance (“Deed”) EXECUTED ON THIS \_\_ (DATE) DAY OF \_\_\_\_\_, \_\_\_\_\_

BY AND BETWEEN

**SENS HOSPITALITY ENTERPRISES PRIVATE LIMITED**, A Private Limited Company incorporated under the provisions of the Companies Act, 1956, bearing CIN No. U55101DL2004PTC124517 dated 06.02.2004, having its place of business at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, PIN - 734005 in the District of Darjeeling, represented by one of its duly authorized Director **NIMIT MUNDHRA** S/o Sri Kamal Kumar Mundhra, Hindu by religion, Indian by Nationality, Businessman by Occupation, resident of Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, PIN - 734005 in the District of Darjeeling --- hereinafter referred to as the “**Promoter/First Party/Vendor**” (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **ONE PART**.

For SENS Hospitality Enterprises (P) Ltd.



Director

## A N D

**SRI \_\_\_\_\_ [PAN: \_\_\_\_\_] S/o \_\_\_\_\_**, Hindu by religion, Indian by Nationality, Business by occupation, resident of \_\_\_\_\_, in the District of \_\_\_\_\_ --- hereinafter called **ALLOTTEE/SECOND PARTY/PURCHASER** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their/its heirs executors, successors, administrators, representatives and assigns) of the **OTHER PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

A.I. One **HERAMBA NATH PRAMANIK** is/was the recorded owner of R.S. Khatian No. 581 of Sheet No. 8 of Mouza – Dabgram in the District of Jalpaiguri.

A.II. The above named **HERAMBA NATH PRAMANIK** died intestate leaving behind him, his daughter namely **SMT SARADA PRAMANIK** (only issue) who predeceased her husband leaving behind her only minor son namely **BHUPEN PRAMANIK** and husband **DHANESWAR PRAMANIK** (since deceased).

A.III. After the demise of above named **SMT SARADA PRAMANIK** her husband namely **DHANESWAR PRAMANIK** immediately under gone remarriage with another lady within one year and **BHUPEN PRAMANIK** was brought up under the custody of her maternal grandmother viz. **SMT BHADESWARI NAI**.

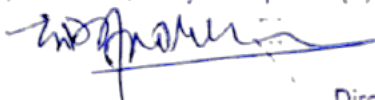
A.IV. AS SUCH after the demise of above named **HERAMBA NATH PRAMANIK** (who died intestate) his wife namely **SMT BHADESWARI NAI** (since deceased) and grandson namely **BHUPEN PRAMANIK** become the legal heirs of **HERAMBA NATH PRAMANIK** being Class I legal heir as per Schedule under section 8 of Hindu Succession Act, 1956 and inherited all his movable and immovable properties.

A.V. After the intestate demise of the above named **BHADESWARI NAI** her above named grandson namely **BHUPEN PRAMANIK** inherited all the movable and immovable properties of his maternal parents by virtue of succession and inheritance.

A.VI. The above named **SRI BHUPEN PRAMANIK** gradually became owner of entire property of above named **HERAMBA NATH PERMANIK** by virtue of succession and inheritance on one after the other demise of **SMT SARADA PRAMANIK**, **SMT BHADESWARI NAI**.

A.VII. Possessing the aforesaid property the above named **SRI BHUPEN PRAMANIK** sold a piece and parcel of land measuring 133 Decimals appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram in the District of Jalpaiguri to and in favour of one **KISHORILAL AGARWAL AND ANOTHER** by virtue of two registered Deed of Conveyance, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 2706 & 2707 both for the year 2004.

For: Sehs Hospitality Enterprises (P) Ltd.



Director

A.VIII. Possessing the aforesaid property the above named **KISHORILAL AGARWAL AND ANOTHER** sold entire piece and parcel of land measuring 133 Decimals appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram in the District of Jalpaiguri to and in favour of the Vendor hereof **SENS HOSPITALITY ENTERPRISES PRIVATE LIMITED** by virtue of a registered Deed of Sale, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 1326 for the year 2007, Supported by Deed of Declaration, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 3606 for the year 2008.

A.IX. The above named **SRI BHUPEN PRAMANIK** also sold a piece and parcel of land measuring 49 Decimals appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram in the District of Jalpaiguri to and in favour of the Vendor/promoter hereof **SENS HOSPITALITY ENTERPRISES PRIVATE LIMITED** by virtue of a registered Deed of Sale, registered at the office of the District Sub Registrar at Jalpaiguri, recorded in Book – I, being Document No. 1327 for the year 2007.

A.X. Possessing the aforesaid property promoter hereof applied for mutation of its name before the concerned authority/department and after due verification its name is duly recorded in ROR vide Mutation case No. M/C No. IX-II/623/BLLRO(R)/07-08 dated 13.08.2008.

A.XI. The promoter hereof has applied for and obtained Land Use Compatibility Certificate from Siliguri Jalpaiguri Development Authority vide office Memo No. 99/LUCC/ARP/SJDA dated 14.03.2008.

A.XIII. The promoter hereof has undertaken construction of the said multistoried commercial and residential building and has named the complex as **360 EAST**.

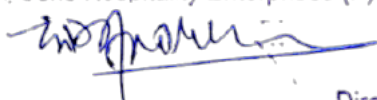
B. The Siliguri Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 08.01.2022 bearing Memo No. 918/SMC/BLDG/21-22 and Memo No. 129/RC/SMC/BLDG/21-22.

C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the FLAT/Parking/Shop/Unit/Apartment, as the case may be, from **the concerned authority/authorities**.

D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority of West Bengal vide Regn No.

E. The Allottee had applied for a Flat/Apartment/Parking in the Residential building of the Project and has been allotted FLAT NO. \_\_\_\_ having carpet area of \_\_\_\_\_ square feet, and super built up area of \_\_\_\_ square feet, on \_\_\_\_ floor in Block \_\_\_\_ and \_\_\_\_ (nos.) Parking/s being No. \_\_\_\_ as demarcated in the Parking plan along with proportionate share of common parking, as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**APARTMENT**", "**FLAT**" or "**PARKING**" as the case

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Director

may be more particularly described in **Schedule A** via a Agreement for Sale without Possession dated \_\_\_\_\_.

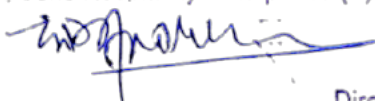
The **APARTMENT/FLAT** and the corresponding **Parking/s** as above mentioned, being allotted to the allottee which is the subject matter of this Deed are to be strictly treated as an indivisible unit and one part cannot be severed from the other under any circumstances and neither be sold/gifted or transferred in any manner individually. Any mention of the Unit/Apartment/Parking or flat henceforth in this Deed shall be implied to include the Parking/s allotted with the given flat as above mentioned.

F. 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 THIS DEED WITNESSES that in pursuance of the aforesaid agreement and in consideration of the sum of Rs. \_\_\_\_\_ only paid by the Purchaser to the Seller before execution of these presents and the receipt of which is acknowledge by the Seller and the Vendor does hereby admit and acknowledge the same and every party thereof acquit, release and discharge the Purchaser and also the said property described in the Schedule – "B" below standing on the land mentioned in the Schedule – "A" below alongwith common expenses mentioned in Schedule – 'C', the common areas and facilities mentioned in the Schedule – "D" and easementary right fully described in the Schedule – "E" below by the Vendor as beneficial owner by these present indefeasible grant, sell, convey and transfer, assign and assure unto the Purchaser in the Schedule – "B" below TOGETHER with all the benefits and advantages, liberties easements privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or any way appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed AND ALL the estate, right, title, interest, use, trust, property claim whatsoever both at law and in equity of title of the Purchaser into and upon the said property and every part thereof and all deeds pattas and evidence of title, or xerox copies thereof duly certified to be true copies in any related to the said property or any part thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor or the person from whom she can or may procure the same without action **TO HAVE AND TO HOLD** the said property and every part thereof.

The Vendor do hereby granted, sold and transferred with all her rights unto and to the use of the Purchaser and the Vendor do hereby covenant with the Purchaser that notwithstanding any act, deed or thing whatsoever by Purchaser the Vendor or any of her predecessor and ancestor in title done by executed or knowingly suffered to the contrary to the Vendor had at all material times heretofore and now has good right, full, power absolute authority and indefensible title to grant, sell convey, transfer, assign and assure the said property to the use of the Purchaser AND THAT free and clear freely and clearly absolutely acquired exonerated and released or otherwise at the cost of the Vendor well and sufficiently indemnified of from and against all and all manner or claim charges, liens, debts, attachments and encumbrances whatsoever made or

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Director

suffered by the Purchaser AND FURTHER THAT THE VENDOR shall at the request and cost of the Purchaser does and execute or cause to be done or executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser according to the true meaning and intent of this Deed as shall or may be reasonably required and further more that Vendor shall at all times indemnify the Purchaser or keep her indemnified against all losses, damages cost charges and expenses, if any, suffered by reason of any defect in that title of the Vendor or any breach of she covenants hereunder contained.

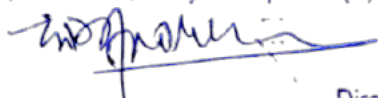
THE Seller hereby covenant with the Purchaser and declare that she has no claim against Purchaser with the respect to the property hereby sold or against the said property and she will not raise any claim whatsoever against the Purchaser with respect to construction costs, price of materials, labour charges or profit of the Seller or any claim whatsoever against the Purchaser or against the property hereby sold.

THE SELLER further covenant with the Purchaser that it had constructed the entire building strictly according to the plan passed by proper authority and with due care and using proper materials.

**And it is further agreed by and between the parties and the parties do hereby declare: -**

- a) The Purchaser shall be liable to pay directly to the authorities concerned or contribute to the common fund of all occupiers, if any, created in the proportionate to the floor area of the premises owned by her towards payment of Corporation Taxes and all other taxes or imposes with respect to the said parking space.
- b) The Purchaser shall have full and absolute proprietary right such as Vendor derive from her title save and except that of demolition or committing waste in respect of the said premises and/or with respect to any columns or beams of the said building.
- c) The Purchaser shall be entitled to sell, mortgage, lease or otherwise alienate the said premises hereby conveyed subject to the terms herein contained to any one without consent of the Vendor or any other co-owner

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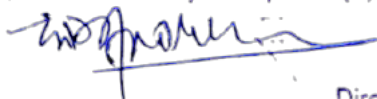
Director

who may have acquired before and who may hereinafter acquire any right title or interest in the said land or building or any part thereof.

- d) The Purchaser undivided interest in the soil beneath the said Building and other vacant spaces in the Schedule – “A” mentioned land shall remain joint for all times with the Vendor and or other co-owners who may hereafter or hereto before have acquired right, title and interest or in the said land is importable.
- e) The Purchaser shall be at liberty to have her separate electric connection from the West Bengal State Electricity Distribution Company Limited, Telephone Connection & Water connection from the concerned authority and all other facilities or amenities as may be either be required by her from concerned authority/authorities without the consent of the Vendor or any co-owners. The land Tax may be paid jointly or if permitted separately, to the Govt. of West Bengal.
- f) The Purchaser shall/may contribute and/or be liable to pay such amounts for maintenance of the common facilities or the Building as a whole, as may be fixed by the Vendor at present or by any lawful association, body or society formed by the occupant of the Building in future, towards the payment for the maintenance and repairing of the common facilities of the said building and/or for common services provided in the Building.
- g) The Purchaser shall use and occupy the premises and the common facilities common area and common users free from all obstruction or hindrance as prudent men uses her own property. The common expenses, common areas, easement is described in the Schedule – “C”, “D” and “E” below.
- h) If the Purchaser is willing to take/install individually Pump-set for the said flat & \_\_\_\_\_ Car Parking Space, the then, to take written permission from the other co-owners of the said flats where it is fixed.

AND IT IS HEREBY covenanted by the Vendor that the proportionate undivided share in the Schedule – “A” mentioned land for the Schedule – “B” mentioned flat & \_\_\_\_\_ Car Parking Space which is sold today by the Vendor in favour of the Purchaser.

For Sehs Hospitality Enterprises (P) Ltd.



Director

AND IT IS FURTHER covenanted by the Vendor and the Purchaser shall have every right to use the top roof and all the stair case of the building in common manner along-with the other flat owners of the said building and it is covenanted by the Vendor shall all the vacant space in the Schedule – “A” below land shall be used by the Purchaser in common manner alongwith the other flat owners.

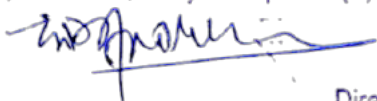
That the registration expenses for transfer of the schedule mentioned property in favour of the Purchaser of these present shall be borne by the Vendor.

IT IS FURTHER covenanted by the Vendor that the Purchaser shall have right to use the common expenses, common areas, easement are described in the Schedule – “C”, “D” and “E” below along with the owner of the flats and on the said G+11 storied building subject to terms and conditions as may be decided by the Vendor and other owner of the flats of the said building with respect to payment of maintenance costs / expenses for such common facilities.

IT IS FURTHER COVENANTED between the Purchaser and the Seller that the Purchaser has seen all the amenities and facilities in the project as promised in the Agreement to Sell and found everything to be in order and the Purchaser has no any claims with regard to the specifications of construction and the amenities provided in the Project.

**Schedule- “A”**

1.	<b>ADDRESS OF THE PROPERTY</b>	<b>Flat No. and Parking/s No. in FLOOR- , BLOCK -Residential of 360 EAST. Building</b>	
2.	<b>LAND DETAILS OF PROJECT</b>	Land measuring 1.82 Acres appertaining to and forming part of R.S. Plot No. 353 of R.S. Sheet No. 8 recorded in R.S. Khatian No. 581, J.L. No. 2 of Mouza – Dabgram, P.S. Bhaktinagar in the District of Jalpaiguri	
3.	<b>DIMENSIONS</b>	CARPET AREA	Sq.Ft.
		SUPER BUILTUP AREA	Sq.Ft.
4.	<b>BOUNDARIES OF THE PROPERTY</b>	NORTH	
		SOUTH	





		EAST	
		WEST	

### **Schedule- "B" : Specifications**

#### Specification for construction, fittings, fixtures.

1. Construction: Earthquake resistant R.C.C. frame structure with 5" thick panel walls of bricks/blocks.
2. Exterior: Durable outer finish-cement primer and weather resistant paint.
3. Doors: Quality Wooden/WPC door frames and flushes/panel shutters.
4. Window and Grill: Powder Coated Aluminium Sliding or Fixed Windows as per Architect's Elevation.
5. Walls and ceiling: ALL interior walls will be finished with lime punning & cement primer.
6. Flooring: Vitrified Tiles of suitable sizes as per areas. Non-skid tiles in Bathrooms. Kota Stone/Marble/Granite/Tile flooring in Common Staircases.
7. Toilets:
  - a. Flooring- Non Skid Tiles.
  - b. Electricals: Concealed wiring with switches.
  - c. Wall Tiles: Upto Door Frame height.
  - d. Sanitary ware: Quality Chrome plated fittings, White Porcelain ware.
8. Electric wiring and points: Concealed wiring with latest switches, AC Points as per design.
9. Lifts: Two lifts of reputed make like Kone/OTIS/TKG/Johnson/Schindler or like.

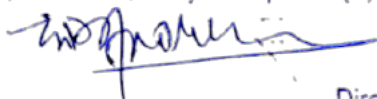
### **Schedule- "C"**

The allottee has already paid a sum of Rs. \_\_\_\_ and the same is acknowledged by the promoter hereof by execution of this presents.

### **Schedule- "D" - Common Expenses**

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, equipment 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, caretaker, supervisor, accountant, security guard, sweepers,

For Sehs Hospitality Enterprises (P) Ltd.



Director



plumbers, electricians and other maintenance staffs.

4. All charges and deposits for supplies of common utilities to the co-owners in common.

5. Municipal 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 ).

6. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.

7. 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.

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

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

**IN WITNESS WHEREOF** parties hereinabove named parties have set their respective hands and signed this Deed for Sale at **Siliguri** in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

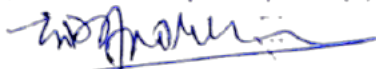
Purchaser

( )

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

For Sehs Hospitality Enterprises (P) Ltd.



(NIMIT MUNDHRA) Director

(Director)

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES: