

**Pashupati Shah
Notary**

(Appointed by Govt. of India)

Serial No. Dated 20



Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri/Smt..... Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

An Original Deed of Conveyance
as enclosed in the next sheet

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the day of in the year 20

Solemnly affirmed & Declared before me on Identification

[Handwritten signature]

Pashupati Shah
NOTARY SILIGURI
Pashupati Shah
Notary



The executent/s is/are identified by me :

Advocate



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



Shital Real Estate Developers Pvt. Ltd.



Director

Z 994567

DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE
____ Day of _____ 2019

Solely examined & declared
before me on Identification

Pashupati Shah
NOTARY SILIGURI



DEED OF CONVEYANCE

THIS INDENTURE MADE THIS THE
_____ Day of _____ 2019

One Flat, being Flat No. "F1", Block- A, measuring 840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft.,(including Super built-up area) at Ground Floor of the (G+3) i.e. Four Storied Residential Building named "MARUTI SQUARE", with an undivided right on the Land devoted to the construction on the particular Block of Building in which the Flat & Parking premises is situated.

SCHEDULE

MOUZA: UDAYSINGH

PARGANA: PATHARGHATA

P. S. MATIGARA(NOW PRADHAN NAGAR)

R. S. KHATIAN NO. 97

L. R. KHATIAN NO. 333

R. S. PLOT NO. 26

L. R. PLOT NO. 28

J. L. NO. 51

FLAT AREA: 1008 SQ. FT.

SET FORTH VALUE-RS.26,00,000/-

WITHIN PATHARGHATA GRAM PANCHAYAT

BETWEEN

MISS ANURADHA BISWAKARMA (Pan no: CGBPB6536K) D/O. Late Mohan Biswakarma, Christian by religion, Indian by Nationality, Service by Occupation, Resident of Upper Gumba Hatta, Below C.E Hostel, Tripai Road, Kalimpong, District Kalimpong, Pin: 734301,, in the State of West Bengal, hereinafter called the "**PURCHASER**"(Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

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Shital Real Estate Developers Pvt. Ltd.

Director

“SHITAL REAL ESTATE DEVELOPERS PRIVATE LIMITED”(P. A. No. AAUCS0976J), a Private Limited Company, incorporated under the companies Act 1956, having corporate Identity Number:- U70102WB2014PTC199323, for the year 2013-2014, having its Registered Office at C/O-Hemant Kumar Mittal, 1st Floor-A, Jonaki Arunalo Appartment, M. N. Saha Sarani, Siliguri, P.O & P.S-Pradhan Nagar, Dist. Darjeeling, Pin-734003, represented by one of its Director **SRI HEMANT MITTAL** S/O Sri Rudra Kumar Mittal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at M. V. Road, Park Location, Ward No. 13, Kurseong, P.O & P.S-Kurseong, Dist. Darjeeling, Pin-734203, in the State of West Bengal, hereinafter called the **“VENDOR”**(Which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS the Vendor is the absolute owner in possession of all that piece and parcel of land measuring **17.15(Seventeen Point One Five)** Decimals, appertaining to R. S. Plot No. **26** corresponding to L. R. Plot No. **28**, recorded in R.S. Khatian No. **97** corresponding to L. R. Khatian No. **333**, situated at Mouza-**UDAYSINGH**, J. L. No. **51**, Pargana-Patharghata, Police Station-Matigara(Now Pradhan Nagar), Addl. Dist-Sub Registry Office Siliguri-II at Bagdogra, District-Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 0403-2017, pages from 49589 to 49606, being Document No.040302491, for the Year 2017, registered at Addl. Dist. Sub-Registry Office Siliguri-II at Bagdogra, Dist, Darjeeling, executed by **SRI KANAK LAL DUGAR** S/O Late Ganesh Mal Dugar of Sevoke Road, Siliguri, P.O & P.S-Siliguri, District-Darjeeling, as fully described in the schedule “A” herein below.

AND WHEREAS thereafter the Vendor recorded the aforesaid land in its name in the record or rights at the Office of B.L. & L.R.O, Matigara & shall ever since one L. R. Khatian, being Khatian No. 822 was framed in the name of vendor, as per provision of W.B.L.R Act 1955.

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স্বাক্ষরিত & প্রমাণিত
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AND WHEREAS thereafter the Vendor converted the aforesaid land into Group Housing Complex from the present position of the land i.e. Rupni, vide conversion, being Case No.CN/2017/0401/801, vide memo No. 190/1(3), date 19/01/2018.


AND WHEREAS by virtue of the aforesaid Deed of Conveyance & Record or Rights & Conversion Vendor became the sole absolute and exclusive owner of the aforesaid land measuring 17.15(Seventeen Point One Five) Decimals, more particularly described in the schedule- 'A' given hereunder, having permanent heritable and transferable right, title and interest therein.

AND WHEREAS the said "SHITAL REAL ESTATE DEVELOPERS PRIVATE LIMITED"(Vendor of these presents) being desirous of constructing a (G+3) i.e. Four Storied Residential Apartment on the aforesaid plot of land measuring 17.15(Seventeen Point One Five) Decimals more particularly described in the schedule- 'A' given hereunder, has started constructing a residential Apartment. The Plan prepared for which was approved by the Patharghata Grampanchayat, being Registration No. 119/MPS, VIDE ORDER NO: 140/ Champ/ MPS/PL, DATED: 08/03/2019, for (G+3) i.e. Four Storied residential Building.

AND WHEREAS the Vendor has 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 Vendor is in process of construction of the said building, divided into several independent units/premises along with the common facilities, particularly described in the Schedule-C, given herein under.

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AND WHEREAS the Vendor has now firmly and finally decided to sell and has offered for sale to the purchaser one Flat Space measuring **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft.**, at Ground Floor, Flat no: F (1), Block "A" of a (G+3) i.e. Four Storied Residential Apartment more particularly described in the Schedule-'B' given hereinafter for a Valuable Consideration of Rs.26,00,000/-(Rupees Twenty six Lakh) only, free from all encumbrances and charges whatsoever.

AND WHEREAS the Purchaser has learnt the intention of the Vendor to sell the aforesaid Flat & Parking Space fully described in the schedule 'B' below approached the Vendor and offered to Purchase the above referred Flat Space **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft.**, at Ground Floor, Flat no: F (1), Block "A" of a (G+3) i.e. Four Storied Residential Apartment more particularly described in the Schedule-'B' given hereinafter for a Valuable Consideration of Rs.26,00,000/-(Rupees Twenty six Lakh)only.

AND WHEREAS the Vendor finding the said offer of the purchaser lucrative and profitable, has accepted the same and agreed to sell to the purchaser the said Flat Space measuring **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft.**, at Ground Floor, Flat no: F (1), Block "A" of a (G+3) i.e. Four Storied Residential Apartment more particularly described in the Schedule-'B' given hereinafter for a Valuable Consideration of Rs.26,00,000/-(Rupees Twenty six Lakh) only.

AND

NOW THIS DEED OF INDENTURE WITNESSETH AS FOLLOWS:

1. That is consideration of a sum of Rs. 26,00,000/-(Rupees Twenty six Lakh) only paid to the VENDOR, the receipt of which the VENDOR does hereby acknowledge and grants full discharge to the Purchaser

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Director

from the payment thereof and the VENDOR does hereby convey and transfer absolutely the said flat measuring **840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft. , at Ground Floor, Flat no: F (1), Block "A"**, fully described in the Schedule-'B' appended here under to the Purchaser who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances subject to the payment of the proportionate rent, etc. to the govt. of West Bengal.

2. That the Purchaser have examined and inspected the documents of title of the VENDOR, site plan, building plan, foundation plan, structural details of beams and slabs, typical floor plan, front elevation, rear Elevation/sectional elevation details of staircases as well as the COMMON PORTIONS & AREAS and the 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 herself about the standard of construction thereof including that of the said residential Flat and open parking purchased by the Purchaser and shall have no claim whatsoever upon the VENDOR as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BULIDING and/or development installation, erection and construction of the COMMON PROVISIONS & UTILITIES.
3. That the Purchaser shall have all rights, title and interest in the property sold and conveyed to her and shall hold and enjoy the same without any interruption or obstruction whatsoever from the VENDOR or anybody claiming through or under her and all the rights, title and interest which vested in the VENDOR with respect to the Schedule-'B' shall hence forth vest in the Purchaser to whom the said property has been conveyed absolutely.

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4. That the Purchaser hereby covenant with the VENDOR not to dismantle, and divide or partition the Flat by pucca construction as hereby sold and conveyed in favour of the Purchaser and the same shall be hold by the Purchaser exclusively for residential purposes.
5. That the VENDOR declares the interest which he professes 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 Schedule-'B' 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 and that the recitals made herein above and hereinafter all true and in the event of any contrary, the VENDOR shall be liable to make good the loss or injury which the Purchaser may suffer or sustain in resulting there from.
6. That the VENDOR further covenant with the Purchaser that if for any defect of title or for any act done or suffered to be done by the VENDOR, the Purchaser is deprived of ownership or of possession of the said property described in the Schedule-'B' below or any part thereof in future, then the VENDOR shall forthwith return to the Purchaser, the full or proportionate part of the consideration money as the case may be together with interest @ 8% p.a. from the date of such deprivation of ownership or of possession and the VENDOR shall further pay adequate compensation to the Purchaser for any other loss or injury which the purchaser may suffer or sustain in consequence thereof.

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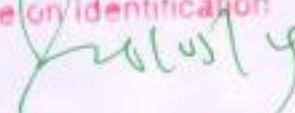
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Director

7. That the VENDOR do hereby covenant with the Purchaser that the tenancy rights under which the Schedule-'A' property is held by the VENDOR under the Superior Land Lord, The State of West Bengal is good and effectual and the interest which the VENDOR proposed to transfer subsists and the VENDOR have full right and authority to transfer the said Flat as fully described in the Schedule 'B' given below to the Purchaser in the manner as aforesaid and the PURCHASER shall hereinafter peacefully and quietly possess and enjoy the aforesaid Flat without any obstruction or hindrance whatsoever.
8. That the VENDOR hereby declares and covenant with the Purchaser that there exists no mortgage, charge, attachment or encumbrance on the residential Flat hereby sold and conveyed, expressed or intended so to be or any part thereof and the VENDOR have not entered into any binding contract with any other person/persons for sale of the said residential Flat or any part thereof and there is no such contract existing on the date of these presents and that the Flat hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the VENDOR/on the date of these presents and is free from all encumbrances and charges and the VENDOR hereof covenants with the Purchaser that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrances whatsoever with respect to the said residential Flat as fully described in the Schedule-'B' the VENDOR shall be liable to compensate the Purchaser adequately for the loss or injury sustained or to be sustained by the purchaser in consequences hereof.
9. That the Purchaser shall not do any act, deed or thing, construction of the said building is in any way hindered or impeded with nor shall prevent the VENDOR from selling, transferring assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

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Director

10. That the Purchaser will obtain her own independent electric connection from the W.B.S.E.D.C.L, Siliguri for her electric requirement and the connection charges as well as the electric consumption bill are paid by the Purchaser, the VENDOR shall have no responsibility or any liability in this respect.
11. That the Vendor shall not be responsible and held liable if any damage are caused due to Natural Calamities.
12. That the Purchaser shall not object or obstruct if the Electric Transformer is installed by the Electric Department anywhere within the Complex or outside the Complex of the below schedule land.
13. That the VENDOR further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring rights, title and interest of the Purchaser to the property hereby convey at the cost of the purchaser.
14. That the Purchaser shall have the right to get her name mutated with respect to the said schedule- 'B' property both at the office of the B.L & L.R.O and Matigara Gram Panchyat and get it numbered as a separate holding and shall pay Panchayat taxes as may be levied upon her from time to time, though the same has not yet been assessed.
15. That the Purchaser shall have the right to sale, gift, and mortgage or transfer otherwise the ownership of schedule - "B" property or let-out, lease-out the schedule -'B' property to whomsoever.
16. That the Purchaser shall keep the area neat 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.

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Director

17. That the Purchaser 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 land is impartiable.
18. That the VENDOR will pay up to date Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule- "B" property.
19. That the VENDOR 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 the borne by VENDOR proportionately with all the Purchaser unless separately levied upon and charged for.
20. That the upkeep and maintenances of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the VENDOR till accommodation for all residential Flat in the BUILDING are sold and thereafter the OWNERS & OCCUPANTS of different residential flat and/or residential apartments shall form and constitute an Apartment Owners Association by framing a proper Memorandum of Association together with the rules & Regulations there of by their mutual consent subject to law in force for the time being regulating the ownership residential and as soon as the OWNERS & OCCUPANTS from and constitute such Association, all the right and liberties as well as the duties and obligation of the VENDOR in respect of the maintenance and upkeep of the COMMON PORTIONS & AREAS and COMMON PROVISION & UTILITIES including realization of the common expenses and the compliance of various legal formalities or other formalities pertaining to the BUILDING shall vest into and devolve upon such Apartment Owners Association.

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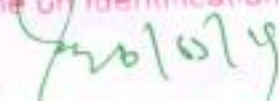


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Director

21. That the Purchaser shall be entitled to use and pay such proportionate charges for common facility if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkider, etc. as be determined by the VENDOR from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.
22. That in case the Purchaser make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given herein under) within time allowed by the VENDOR of the Apartment Owners Association, the Purchaser 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 VENDOR or the association acting at the relevant time for any loss or damages suffered by the VENDOR or the association in consequence thereof.
23. That the Purchaser shall not encroach upon any portion of the land or building carved out by the VENDOR for the purpose of road, landing, stairs or the other community purpose/s and in the event of encroachment, the VENDOR 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 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.

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Notary Public on Identification


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(Signature)

Director

24. That the Purchaser further covenant with the VENDOR 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 shall be fully responsible for it, the VENDOR shall not be held responsible in any manner whatsoever.
25. 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, except the battery-operated inverter.
26. That the common entrance and the road of the Apartment complex may be used by the VENDOR to provide entrance to any other adjacent Plot and the Purchaser shall not have a right to object the same and the Purchaser agrees to allow the VENDOR to use the same for such purposes. That the common facilities shall be common to all the apartment owners of the said complex "MARUTI SQUARE" and that if any additions by way of increase in the number of Flat by way of acquisition of further Land adjacent to the below scheduled Land and within the said Complex is made, than the common facilities will be common to all the occupants of the said complex "MARUTI SQUARE".
27. That the purchaser shall permit entry at all reasonable times to the VENDOR and/or its authorized or technical person for one or more of the purposes of inspecting, examining, checking, testing constructing developing preparing, running, repairing, altering, modifying, installing erecting, fixing, anything whatsoever in the said complex. However incase of any alteration or modification in the Flat hereby sold shall only be carried out with consent from the purchaser.

Jointly admitted & Declared
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(Signature)
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Direct

- 28. That the VENDOR have already delivered the possession of the said Flat to the purchaser and the purchaser hereby acknowledges the same.
- 29. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the purchaser and the VENDOR or the 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/they shall have the right to move to court at Siliguri.

SCHEDULE-'A'

(Description of Land on which the (G+3) i.e. Four Storied residential building stands)

All that piece or parcel of vacant land measuring **17.15(Seventeen Point One Five) Decimals**, appertaining to R. S. Plot No. **26** corresponding to L. R. Plot No. **28**, recorded in R.S. Khatian No. **97** corresponding to L. R. Khatian No. **333**, situated at Mouza-UDAYSINGH, J. L. No. **51**, Pargana-Patharghata, Police Station-Matigara(Now Pradhan Nagar), Addl. Dist-Sub Registry Office Siliguri-II at Bagdogra, District-Darjeeling.

The said land on which the Four Storied building stands is butted & bounded as Follows:-

- By the North : Land of Anand Kumar Prasad & Nibha Prasad
- By the South : Land of Anand Kumar Prasad & Nibha Prasad
- By the East : 20 Ft. wide Non Metal Road
- By the West : Mahbart School

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Director

SCHEDULE-'B'

(Flat hereby Sold)

A Residential FLAT, being Flat No. "F1", Block – A, measuring 840 Sq. Ft (CARPET AREA) + 168 Sq. ft. (Super Build- up area) = Total 1008 sq. ft. (including Super built-up area with Tiles finished along with Lift Facility) at GROUND FLOOR of (G+3) i.e. Four Storied Residential Building, name "Maruti Square", including the common proportionate area and together with proportionate undivided share in the Schedule-"A" land including the right of common usage with the Vendor and/or other similar Purchaser of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned including roof, terrace and common space and common appurtenance.


SCHEDULE-"C"

(Common Provisions and Utilities)

1. Stair case and stair case landing on all floors, Lift.
2. Common entry on the Ground Floor.
3. Top roof of the building.
4. Drainage and Sewage.
5. Well and underground water reservoir.
6. Over head tank, Pump and motor.
7. Common Lighting system of the building.

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Director

8. 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 and excluding roof, terrace and common space and common appurtenance but including right of common usage with the Vendor and/or other similar Purchaser of corridor, staircase, Passage, ways, shafts and other facilities for common use with other concerned.

SCHEDULE – “D”
(Common Expenses)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting 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, equipments and installation, comprised in the common portions including electrical transformer including the cost of 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, plumbers, electricians and other maintenance staffs.

Signature of Pashupati Shah
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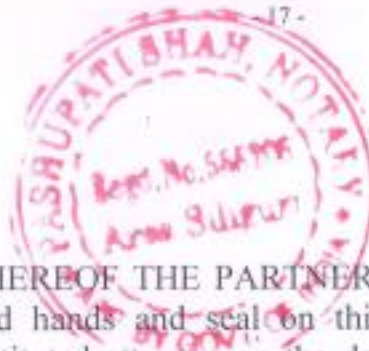
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4. Cost of insurance premium for insuring the building and/or the common portions.
5. Panchayat tax and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser).
6. Costs of formation and operation of the service organizations 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 outgoing as are incurred by the Vendor and/or the services organization for the common purposes.

सहित-सिद्धि-प्राप्तित्तु-उद्देश्ये
सिद्धि-प्राप्तित्तु-उद्देश्ये
Pashupati Shah
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IN WITNESS WHEREOF THE PARTNERS OF VENDOR does hereunto set and subscribed hands and seal on this DEED OF CONVEYANCE through their constituted attorney on the day, Month and Year first above written.

The contents of this document have been gone through and understood personally by the purchaser and the partners of the Vendor

WITNESSES:

1.

Shital Real Estate Developers Pvt. Ltd.


Director

VENDOR

PURCHASER

Drafted & Printed in my Office
As per instruction of the party

2.

(Manoj Kumar Kedia)
Advocate, Siliguri
Regn No. WB/94/1997

Solemnly affirmed & Declared
before me on Identification



Pashupati Shah
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