

- 1 -





- 2 -

FLAT / UNIT NO _____ MEASURING ABOUT _____ SQFT (INCLUDING SUPER BUILT-UP AREA), SITUATED ON THE _____ FLOOR THE BUILDING NAMED “PRIME PLAZA” AS ALONGWITH A COVERED CAR PARKING SPACE, TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE OR INTEREST IN THE LAND ON WHICH THE SAID BUILDING STANDS.

LAND AREA ON WHICH THE SAID PROJECT STANDS	:	19 DECIMALS
KHATIAN NO	:	LR NO 544
PLOT NO	:	LR NO 4
J L NO	:	2
MOUZA	:	DABGRAM
PARGANA	:	BAIKUNTHPUR
POLICE STATION	:	BHAKTINAGAR
A.D.S.R. OFFICE	:	BHAKTINAGAR
DISTRICT	:	JALPAIGURI
CONSIDERATION	:	RS _____

THIS DEED OF CONVEYANCE IS MADE ON THIS THE _____ DAY OF TWO THOUSAND NINETEEN BETWEEN

1. _____ (PAN _____)
2. _____ (PAN _____)

both are Hindu by religion, Business by occupation, resident of Post Office Police Station Pin No District) hereinafter called the PURCHASERS (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART.

A N D

PRIME DEVELOPERS, (PAN No. AAXFP5657M), a PARTNERSHIP FIRM, having its registered office at 3rd Floor, City Mall, Sevoke Road, Siliguri - 734001 (W.B.) hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context their successors, legal representatives, executors, administrators and assigns) of the SECOND PART.

WHEREAS one SRI SUJIT CHOUDHURY S/O Late Suresh Chandra Choudhury & SMT REKHA CHOUDHURY W/O Sri Sujit Choudhury, all are Hindu by Religion, Indian by Nationality, Retired by Occupation, residing at B.K. Bhadra Sarani Road, Hakimpara, Siliguri, P.O. - Siliguri, P.S. Siliguri, Dist - Darjeeling, Pin 734001, in the State of West Bengal, hereof acquired all that piece and parcel of Raiyati land measuring 12 (twelve) kathas or 0.198 acres (zero point one nine eight) acres recorded in LR Khatian No. 362 (Three Hundred Sixty Two) and 363 (Three Hundred Sixty Three) , including in LR Plot No 4, situated within Pargana Baikunthapur, Mouza Dabgram, JL No. 2, P.S Bhaktinagar, Registry Office and Dist, Jalpaiguri under Siliguri Municipal Corporation. The said property in question was acquired by the above mentioned by way of sale deed executed on 15.10.1998, registered in the office of Registrar Jalpaiguri, 27.10.1998, being sale deed No I-4676 for the year 1998.

A N D

WHEREAS being the owner in such possession said SRI SUJIT CHOUDHURY S/O Late Suresh Chandra Choudhury & SMT REKHA CHOUDHURY W/O Sri Sujit Choudhury, all are Hindu by Religion, Indian by Nationality, Retired by Occupation, residing at B.K. Bhadra Sarani Road, Hakimpara, Siliguri, P.O. - Siliguri, P.S. Siliguri, Dist - Darjeeling, Pin 734001, in the State of West Bengal mutated their names at the office of the B.L. & L.R.O. Dabgram in respect of their said respective plots of land and therefore new Khatian has been issued in their favour

PRIME DEVELOPERS

Partner

vide LR NO 362 & 363, being LR Plot No 2, since then the said landed property in their khas actual physical possession having permanent heritable transferable right there in free from all encumbrance and charges whatsoever.

A N D

Being owner is such possession, said SRI SUJIT CHOUDHURY S/O Late Suresh Chandra Choudhury & SMT REKHA CHOUDHURY W/O Sri Sujit Choudhury, all are Hindu by Religion, Indian by Nationality, Retired by Occupation, residing at B.K. Bhadra Sarani Road, Hakimpara, Siliguri, P.O. - Siliguri, P.S. Siliguri, Dist - Darjeeling, Pin 734001, in the State of West Bengal sold and transferred their aforesaid total land measuring 19 decimals recorded in LR Khatian No. 362 (Three Hundred Sixty Two) and 363 (Three Hundred Sixty Three) , including in LR Plot No 4, situated within Pargana Baikunthapur, Mouza Dabgram, JL No. 2, P.S Bhaktinagar, Registry Office and Dist, Jalpaiguri under Siliguri Municipal Corporation, to and in favour of the present vendors namely PRIME DEVELOPERS, by virtue of 4 (four) separate deeds being nos:

1. Sale deed dated 18.02.2020 registered in Book – I, Volume number 0711- 2020 , Page no 34752 to 34778, being No 071101179 for the Year 2020 at the office of the Addl District Sub-Registrar, Bhaktinagar, Distt: Jalpaiguri, West Bengal
2. Sale deed dated 18.02.2020 registered in Book – I, Volume Number 0711- 2020, Page no 33658 to 33684, being No 071101206 for the Year 2020 at the office of the Addl District Sub-Registrar, Bhaktinagar, Distt: Jalpaiguri, West Bengal
3. Sale deed dated 28.02.2020 registered in Book – I, Volume Number 0711- 2020, Page no 42947 to 42973, being No 071101487 for the Year 2020 at the office of the Addl District Sub-Registrar, Bhaktinagar, Distt: Jalpaiguri, West Bengal
4. Sale deed dated 02.03.2020 registered in Book – I, Volume Number 0711- 2020, Page no 44075 to 44101, being No 071101568 for the Year 2020 at the office of the Addl District Sub-Registrar, Bhaktinagar, Distt: Jalpaiguri, West Bengal



- 5 -

A N D

Being the owner in such possession the present vendors mutated its name at the office of the B.L. & L.R.O. Dabgram in respect of their said respective plots of land and therefore new Khatian has been issued in their favour vide LR Khatian No 544, being LR Plot No 4, since then the said landed property in their khas actual physical possession having permanent heritable transferable right there in free from all encumbrance and charges whatsoever.

A N D

Being owner in such possession the present vendors namely PRIME DEVELOPERS, a partnership firm, constructed a G+4 storied residential cum commercial building complex upon their aforesaid land measuring 19 Decimals, as per Sanctioned Building Plan No 633, dated 31st of August, 2019 duly approved by appropriate authority.

A N D

WHEREAS the Vendors now being in need of money for their developmental plans and scheme has decided to sell their Flat/commercial unit being No measuring SqFt (including super built-up area) in the Floor and one open car parking space measuring Sq. Ft. in the Ground Floor in the G + 4 Storied building known as "PRIME PLAZA", fully described in the Schedule 'B', along with common areas and facilities of the said building, fully described in the Schedule 'C' below together with proportionate undivided share of the land as described in the schedule "A" below, free from all encumbrances and charges whatsoever.



- 6 -

A N D

WHEREAS the Purchaser being in need of a Flat / Commercial Unit and being satisfied with the right, title and interest of the Vendors over the said unit and also being satisfied with all the paper and documents relating to the said unit, agreed to purchase the said unit being No measuring Sq. Ft. (including super built-up Area) in the Floor and one open car parking space measuring Sq. Ft. in the Ground Floor and proportionate share of staircase of a G + 4 Storied building known as "PRIME PLAZA", fully described in the Schedule 'B' below and offered the sum of Rs (Rupees) only, free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Vendor has accepted the offer of the Purchaser as fair, reasonable and highest in view of the prevailing market rate has firmly and finally agreed to sell their unit being No. measuring sq. Ft.(including super built-up Area) in the Floor and one open car parking space measuring Sq. Ft. in the Ground Floor and proportionate share of staircase of a G + 4 Storied building known as "PRIME PLAZA, together with undivided proportionate interest appurtenant to the said Flat in the common areas and facilities of the building as fully described in the Schedule "C" given herein below and the said piece of land more particularly described in the Schedule "A" hereunder written hereinafter referred to as the said unit premises and described fully in the Schedule "B" given herein below, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever for the valuable consideration of Rs./- (Rupees) only and on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance and in consideration of Rs/- (Rupees) only paid by the PURCHASER to the Vendor as per memo of consideration annexed herewith (the receipt whereof the Vendor does hereby acknowledge and grant full discharge to the Purchaser from the payment thereof), the Vendor does hereby grant and transfer by way of sale unto the Purchaser forever all that the said unit of the said building standing on the Schedule "A" land and the said Unit is more particularly described in the Schedule "B" below, together with proportionate undivided interest appurtenant to the said Flat in the common areas and facilities of the said building together with all the appurtenances belonging to or in any way appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed or known as part or member thereof or be appurtenant thereto and all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the Vendor into, out of or upon the said premises or any part thereof **TO HAVE AND TO HOLD** the said premises hereby granted and sold or intended so to be with them and every of her rights, members and appurtenances unto and to the use and benefit of the Purchaser forever to be held as heritable and transferable immovable property subject to the payment of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Municipal Corporation or any other concerned authorities and subject to the condition that the said Flat will be used only for residential purpose.

IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES AND THE PARTIES DO HEREBY DECLARE:

1. That the interest which the Vendor does hereby professes to transfer subsist and that the Vendor has good right, full power and absolute authority to sell, transfer and convey unto the Purchaser the said below 'B' schedule property hereby sold and conveyed.
2. That the Purchaser shall be liable to pay directly the Municipal Taxes and other outgoings now payable or to be payable hereafter in respect of the below 'B' Schedule property with proportionate indivisible share of land and get the property mutated in its name.

3. That the Purchaser shall maintain and repair the internal portion of the said purchased property in all respect solely at its own cost in respect of the below 'B' scheduled property.
4. That the Purchaser shall not injure, harm or cause damage to any part of the building including the common areas and facilities by making or causing any sort of alteration or withdrawal or any support or causing any construction, addition or deletion thereto or therein or otherwise in any manner whatsoever.
5. That 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 the consent of the Vendor but with the consent of other co-owners who has acquired any right, title and interest in the said land or in any part of building thereon.
6. That the undivided interest of the Purchaser in the soil of the said land shall remain joint for all times with the other co-owners who has acquired or who may hereafter acquire any right, title and interest in the said land or in any part of building thereon, it being hereby declared that the interest in the said land is impartial.
7. That the Purchaser shall be at liberty to obtain separate electric connection from the West Bengal State Electricity Distribution Company Ltd. in his name and shall bear all expenses.
8. That the Purchaser shall use and enjoy the common areas and facilities described in the schedule "D" and Common expenses described in the Schedule "C" given herein below free from any obstruction or hindrances as the prudent man uses his own house and for which the other co-owner who may have acquired before or who may hereafter acquire any right, title and interest in the said land or in any part of the building thereof, shall have no objection or claim whatsoever.

9. That the Purchaser shall only be allowed to use the Top roof of the building jointly with other co-owners but shall not claim any exclusive right on the roof of the said building in any form or manner whatsoever.
10. That the Purchaser shall obtain electric connection from the W.B.S.E.D.C.L. in his names at his/her own costs.
11. That the Purchaser shall not alter or cause to be altered any time any outer portion or architectural designs of the exteriors including the colour schemes thereof.
12. That the Purchaser shall not store or keep stored or allow being stored any articles, things, materials or goods in the common areas of the building.
13. That the Purchaser shall contribute and/or be liable to pay such amount or amounts as may be fixed or determined by any legal Association, Body or Society so formed by the inhabitants of the said building towards the payment for maintenance and repairing of common facilities of the said buildings and/or for common services to be provided in the said building and shall abide by all the rules and regulations to be framed by the said Association, Body or Society.

SCHEDULE "A"

ALL THAT PIECE AND PARCEL of total land measuring 19 decimals, 19 (zero point one nine) acres recorded in LR Khatian No. 544, including in LR Plot No 2, situated within Pargana Baikunthapur, Mouza Dabgram, JL No. 2, P.S Bhaktinagar, Registry Office and Dist, Jalpaiguri under Siliguri Municipal Corporation



- 10 -

The said land is butted and bounded as follows:

North: 14.6 M Wide SMC Road Namely Pranami Mandir Road
South: Land of Sri Duli Chand Agarwal
East: Land and House of Jamuna Prasad
West: 6.4 M Wide SMC Road By lane

SCHEDULE "B"

(UNIT AGREED TO BE SOLD)

All that piece and parcel of one Commercial / Residential Flat being No. measuring Sq. Ft. (including super built-up Area) in the Floor and one open car parking space measuring Sq. Ft. in the Ground Floor and proportionate share of staircase of a G + 4 Storied building known as "PRIME PLAZA", together with undivided proportionate share or interest in the land (as described in the Schedule "A" herein above mentioned) on which the said building stands, inclusive of the right of undivided proportionate interest in the along with common area and common facilities of the said building, mentioned in the Schedule 'C' herein below.

SCHEDULE 'C'

(COMMON EXPENSES FOR THE BUILDING)

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, equipments and installations comprised in the common areas and installation (including lift, Water Pump with Motor, Tube well) and also the costs 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, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium of 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. Municipal taxes, 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 Purchasers).
7. Cost 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 AREAS AND FACILITIES OF THE BUILDING)

1. Road and Pathways to be used as entrance to and exit from the building to Siliguri Municipal Corporation Road;
2. Stair case and landings on all floors;
3. Top roof of the building;
4. Drainage, Septic Tank and Soak Well;
5. Well and Water Reservoir;
6. Lifts and lift machine room up to top floor.
7. Boundary walls and main gates;
8. The land left vacant by the boundary Walls
9. Common lighting system for the building.
10. Generally all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED DO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:



1.

(SIGNATURE OF THE VENDORS)

2.

(SIGNATURE OF THE PURCHASER)

Drafted as per the instructions of the parties,
read over and explained to the parties by me
and printed in my office: