

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... Day of Two Thousand and Nineteen (2019).

### **BETWEEN**

**(1) MR. SHIBA PRASAD DUTTA (PAN No. ADOPD1832A and Aadhar No. 529920279483)**, son of Late Amarendra Nath Dutta, by Occupation-Business, by faith-Hindu, by Nationality- Indian, **(2) MR. SAYAN DUTTA (PAN No. BEAPD7991G and Aadhar No. 896337407448)**, son of Mr. Shiba Prasad Dutta, by Occupation-Business, by faith- Hindu, by Nationality- Indian, both are residing at Rupsingh Jote, Gossainpur, P.O. & P.S. Bagdogra, District – Darjeeling, West Bengal- 734014, hereinafter called and referred to as the **OWNERS/VENDORS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners duly represented by **M/S ABHISIKTA ESTATES A UNIT OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED**, a Private Limited Company registered with Registrar of Companies, West Bengal with CIN No. U45400WB2012PTC173603 and Pan No. AAKCA2373H having its regd./ head office at 23A/71, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its authorized signatory authorized by BOD Meeting dated 31.01.2018 **SRI SUSHANTA SAHA** (having Pan No.BDEPS3679B & Aadhar No. 943527306134), son of Late Pravash Chandra Saha, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 23A/71, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, and/or **SRI ARPIT KUMAR** (having Pan No.COSPK9064G & Aadhar No. 498287677006), son of Sri Amrendra Kumar by faith-Hindu, by occupation-Engineer, by Nationality Indian, residing at 23A/54, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, by virtue of General Power of Attorney on 06.04.2018 in the office of Additional District Sub Registrar, Siliguri-II at Bagdogra and Registered in Book – I, Volume Number 0403-2018, Page from 44083 to 44114, Being No. 040302193 for the year 2018.

### **AND**

**M/S ABHISIKTA ESTATES A UNIT OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED**, a Private Limited Company registered with Registrar of Companies, West Bengal with CIN No. U45400WB2012PTC173603 and Pan No. AAKCA2373H having its regd./ head office at 23A/71, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its authorized signatory authorized by BOD Meeting dated 31.01.2018 **SRI SUSHANTA SAHA** (having Pan No.BDEPS3679B & Aadhar No. 943527306134), son of Late Pravash Chandra

Saha, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 23A/71, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, and/or **SRI ARPIT KUMAR** (having Pan No.COSPK9064G & Aadhar No. 498287677006), son of Sri Amrendra Kumar by faith-Hindu, by occupation-Engineer, by Nationality Indian, residing at 23A/54, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, hereinafter called as the "**DEVELOPER/CONFIRMING PARTY**" (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**AND**

[ if the Allottee is a company]

\_\_\_\_\_ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[ OR ]

[if the Allottee is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[ OR ]

[if the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the

context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[ OR ]

[ if the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

**WHEREAS :**

- A. One Abhay Nath Roy, son of Late Banna Charan Roy was the absolute recorded owner of a large plots of land lying and situated at Mouza- Rupsingha, J.L. No. 80, Khatian No. 24/1, Dag No. 513 corresponding to Hal Dag No. 480 and Dag No. 515 corresponding to Hal Dag No. 481, at Village Rupsingh Jote, P.O. Bagdogra, P.S. Naxalbari now Bagdogra, District- Darjeeling free from encumbrances, charges, liens and lispensens whatsoever in nature.
- B. By a registered Deed of Sale dated 10<sup>th</sup> day of September, 1962 which was duly registered before the office of the Additional District Registrar at Siliguri and recorded in Book No. I, Volume No. 47, Pages from 56 to 58, Being no. 4490 for the year 1962, the said Abhay Nath Roy, son of Late Banna Charan Roy sold, transferred and conveyed the total piece and parcel of land measuring about 21.50 Decimal little more or less (an area of land measuring about 13 Decimal comprised in Dag No. 513 corresponding to Hal Dag No. 480 and an area of land measuring about 8.50 Decimal little more or less comprised in Dag No. 515 corresponding to Hal Dag No. 481) lying and situated at Mouza – Rupsingha, J.L. No. 80, Khatian No. 24/1, P.S. Naxalbari now Bagdogra, District- Darjeeling free from encumbrances, charges, liens and lispensens whatsoever in nature unto and in favour of Sri Gopi Ballav Bhowmik and Sri Pran Gopal Bhowmik, both sons of Late Bhagwan Chandra Bhowmik absolute and forever.

- C. By a registered Deed of Conveyance dated 28<sup>th</sup> day of August, 1989 which was duly registered before the office of the Additional District Registrar at Siliguri and recorded in Book No. I, Volume No. 91, Pages from 161 to 165, Being no. 5735 for the year 1989, while seized, possessed and enjoying the aforesaid property, the said Sri Gopi Ballav Bhowmik and Sri Pran Gopal Bhowmik, both sons of Late Bhagwan Chandra Bhowmik sold, transferred and conveyed ALL THAT a part of land out of the total piece and parcel of land measuring about 3 (Three) Cottah equivalent to 5 (Five) Decimal little more or less comprised in Dag No. 513 corresponding to Hal Dag No. 480 and Dag No. 515 corresponding to Hal Dag No. 481 lying and situated at Mouza – Rupsingha, J.L. No. 80, Khatian No. 24/1, P.S. Naxalbari now Bagdogra, District- Darjeeling free from encumbrances, charges, liens and lispensens whatsoever in nature unto and in favour of Sri Shiba Prasad Dutta absolute and forever.
- D. Again By a registered Deed of Sale dated 10<sup>th</sup> day of September, 1962 which was duly registered before the office of the Additional District Registrar at Siliguri and recorded in Book No. I, Volume No. 47, Pages from 50 to 52, Being no. 4488 for the year 1962, the said Abhay Nath Roy, son of Late Banna Charan Roy jointly sold, transferred and conveyed the total piece and parcel of land measuring about 21.50 Decimal little more or less (an area of land measuring about 13 Decimal comprised in Dag No. 513 corresponding to Hal Dag No. 480 and an area of land measuring about 8.50 Decimal little more or less comprised in Dag No. 515 corresponding to Hal Dag No. 481) lying and situated at Mouza – Rupsingha, J.L. No. 80, Khatian No. 24/1, P.S. Naxalbari now Bagdogra, District- Darjeeling free from encumbrances, charges, liens and lispensens whatsoever in nature unto and in favour of Sri Krishna Gopal Nath, son of Late Gour Chandra Nath absolute and forever.
- E. By a registered Deed of Conveyance dated 28<sup>th</sup> day of August, 1989 which was duly registered before the office of the Additional District Registrar at Siliguri and recorded in Book No. I, Volume No. 91, Pages from 151 to 154, Being no. 5733 for the year 1989, while seized, possessed and enjoying the aforesaid property, the said Sri Krishna Gopal Nath, son of Late Gour Chandra Nath sold, transferred and conveyed ALL THAT a part of land out of the total piece and parcel of land measuring about 2 (Two) Cottah, 8 (Eight) Chittack equivalent to 4 (Four) Decimal little more or less comprised in Dag No. 513 corresponding to Hal Dag No. 480 and Dag No. 515 corresponding to Hal Dag No. 481 lying and situated at Mouza – Rupsingha, J.L. No. 80, Khatian No. 24/1, P.S. Naxalbari now Bagdogra, District-

Darjeeling free from encumbrances, charges, liens and lispendens whatsoever in nature unto and in favour of Sri Shankar Prasad Dutta, son of Amrendra Nath Dutta absolute and forever.

- F. By a registered Deed of Conveyance dated 16<sup>th</sup> day of July, 1996 which was duly registered before the office of the Additional District Registrar at Siliguri and recorded in Book No. I, Volume No. 60, Pages from 63 to 68, Being no. 3630 for the year 1996, while seized, possessed and enjoying the aforesaid property, the said Sri Krishna Gopal Nath, son of Late Gour Chandra Nath sold, transferred and conveyed ALL THAT piece and parcel of land measuring about 2 (Two) Cottah, 8 (Eight) Chittack equivalent to 4 (Four) Decimal little more or less comprised in Dag No. 513 corresponding to Hal Dag No. 480 and Dag No. 515 corresponding to Hal Dag No. 481 lying and situated at Mouza – Rupsingha, J.L. No. 80 (old) 95 (new), Khatian No. 24/1 (old) 217 (new), P.S. Naxalbari now Bagdogra, District- Darjeeling free from encumbrances, charges, liens and lispendens whatsoever in nature unto and in favour of Sri Shiba Prasad Dutta, son of Amrendra Nath Dutta absolute and forever.
- G. Thus, the said Abhay Nath Roy, son of Late Banna Charan Roy became the owner of remaining plots of land lying and situated at Mouza- Rupsingha, J.L. No. 80, Khatian No. 24/1, Dag No. 513 corresponding to Hal Dag No. 480 and Dag No. 515 corresponding to Hal Dag No. 481, at Village Rupsingh Jote, P.O. Bagdogra, P.S. Naxalbari now Bagdogra, District- Darjeeling and thereafter he died intestate leaving behind his son namely Sri Bishadu Roy as his only legal heir and successor as per Hindu Succession Act, 1956.
- H. In the manner as stated above by way of inheritance, the said Sri Bishadu Roy, son of Late Abhay Nath Roy became the owner of remaining plots of land lying and situated at Mouza- Rupsingha, J.L. No. 80, Khatian No. 24/1, Dag No. 513 corresponding to Hal Dag No. 480 and Dag No. 515 corresponding to Hal Dag No. 481, at Village Rupsingh Jote, P.O. Bagdogra, P.S. Naxalbari now Bagdogra, District- Darjeeling and was enjoying the right, title and interest of the property and was paying the rents, taxes, khajnas and other outgoings to the concerned authority regularly.
- I. By a registered Deed of Conveyance dated 24<sup>th</sup> day of May, 1995 which was duly registered before the office of the Additional District Registrar at Siliguri and recorded in Book No. I, Volume No. 5, Pages from 5 to 10, Being no. 204 for the year ....., while seized, possessed and enjoying the aforesaid property, the said

Sri Bishadu Roy, son of Late Abhay Nath Roy sold, transferred and conveyed ALL THAT piece and parcel of land measuring about 5 (Two) Cottah, equivalent to 8 (Eight) Decimal little more or less comprised in R.S. Dag No. 481 corresponding to L.R. Dag No. 626, lying and situated at Mouza – Rupsingha, J.L. No. 80 (old) 95 (new), Khatian No. 48 (old) 76 (new), P.S. Naxalbari now Bagdogra, District-Darjeeling free from encumbrances, charges, liens and lispensens whatsoever in nature unto and in favour of Sri Shiba Prasad Dutta, son of Amrendra Nath Dutta absolute and forever.

- J. Again By a registered Deed of Conveyance dated 23<sup>rd</sup> day of April, 1997 which was duly registered before the office of the Additional District Registrar at Siliguri and recorded in Book No. I, Volume No. 45, Pages from 193 to 198, Being no. 2653 for the year 1999, while seized, possessed and enjoying the aforesaid property, the said Sri Bishadu Roy, son of Late Abhay Nath Roy sold, transferred and conveyed ALL THAT another piece and parcel of land measuring about 1 (One) Cottah, 8 (Eight) Chittack, equivalent to 2 (Two) Decimal little more or less comprised in R.S. Dag No. 481 corresponding to L.R. Dag No. 626, lying and situated at Mouza – Rupsingha, J.L. No. 80 (old) 95 (new), Khatian No. 48 (old) 76 (new), P.S. Naxalbari now Bagdogra, District- Darjeeling free from encumbrances, charges, liens and lispensens whatsoever in nature unto and in favour of Sri Shiba Prasad Dutta, son of Amrendra Nath Dutta absolute and forever.
- K. In the manner as stated above by way of four nos. of Deed of Conveyances, Being nos. 5735, 3630, 204, 2653, the said Sri Shiba Prasad Dutta, the Owner No. 1 herein become the absolute lawful owner in respect of plots of land free from all sorts of encumbrances, charges, liens, lispensences, attachments, acquisitions and requisitions whatsoever in nature and mutated his name assessment records of concerned authority and as well as BL & LRO Office vide L.R. Khatian No. 1513 and recorded ALL THAT area measuring about 5 (Five) Cottah, 7 (Seven) Chittack, 9 (Nine) Sq. ft. equivalent to 9 Decimal little more or less comprised in L.R. Dag No. 626 and ALL THAT area measuring about 5 (Five) Cottah, 7 (Seven) Chittack, 9 (Nine) Sq. ft. equivalent to 9 Decimal little more or less comprised in L.R. Dag No. 627 and accordingly he filed application before the BL&LRO Naxalbari for conversion of the nature of the plot from Rupani to Bastu vide Case No. 261 and 295 and memo no. 58 dated 19.01.2016 and Memo no. 130 dated 05.02.2016 and the nature of plot (s) are converted as Bastu and is paying the panchayet rent, taxes, khajnas and

government impositions that may be charged by the concerned authority time to time.

- L. The Government of India vide Declaration No. 1630 (E) dated 17.06.2015 published in Gazette of India vide No. 1272 dated 17.06.2015 acquired a portion of land measuring 20 Decimal equivalent to 0.20 Acres lying and situated at R.S. Dag No. 481, Mouza – Rupsingh, J.L. No. 95 and about 07 share equivalent to 0.01182 acres or 1.182 Decimal or 11 (Eleven) Chittack, 21 (Twenty One) Sq. ft. of L.R. Dag No. 626, L.R. Khatian No. 1513 also acquired and granted compensation to Sri Shiba Prasad Dutta herein owner no. 1 as recorded in Notice L.A. Case No. 04/2014-15 dated 06/01/2016 and dated 03/08/2016.
- M. By a registered Deed of Gift dated 23<sup>rd</sup> day of February, 2018 which was duly registered before the office of the Additional District Registrar Siliguri II at Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Pages from 23318 to 23343, Being no. 1134 for the year 2018, the said Sri Shiba Prasad Dutta, son of Late Amarendra Nath Dutta, the Owner No. 1 due to natural love and affection towards his son namely Sayan Dutta, the said Sri Shiba Prasad Dutta gifted, transferred and conveyed ALL THAT piece and parcel of land measuring about 9 (Nine) Decimal little more or less comprised in R.S. Dag No. 480 corresponding to L.R. Dag No. 627, lying and situated at Mouza – Rupsingha, J.L. No. 80 (old) 95 (new), Khatian No. 24/1, L.R. Khatian No. 1513, P.S. Naxalbari now Bagdogra, District- Darjeeling free from encumbrances, charges, liens and lispendens whatsoever in nature unto and in favour of **Sayan Dutta**, son of Sri Shiba Prasad Dutta absolute and forever.
- N. In the manner as stated above by way of Deed of Gift, Being no. 1134 of 2018, the said Sri Sayan Dutta, the Owner No. 2 herein become the absolute lawful owner in respect of aforesaid property free from all sorts of encumbrances, charges, liens, lispendences, attachments, acquisitions and requisitions whatsoever in nature and mutated his name assessment records of concerned authority and as well as BL & LRO Office vide L.R. Khatian No. 1719 in L.R. Dag No. 627 and is paying the panchayet rent, taxes, khajnas and government impositions that may be charged by the concerned authority time to time.
- O. The Sri Shiba Prasad Dutta, the Owner No. 1 herein become the absolute lawful owner of ALL THAT piece and parcel of land measuring about 8 Decimal little more or less comprised in L.R. Dag No. 626, under L.R. Khatian No. 1513 and the Sri Sayan Dutta, the Owner No. 2 herein become the absolute lawful owner of ALL

THAT piece and parcel of land measuring about 9 Decimal little more or less comprised in L.R. Dag No. 627 under L.R. Khatian No. 1719 morefully FIRST SCHEDULE hereunder written.

- P. The said Owners No. 1 & 2 herein decided to construct a building on the said land as per plan to be obtained from the Naxalbari Panchayat Samity after demolition of the existing building standing thereon and accordingly the said Owners No. 1 & 2 herein entered into a registered Development Agreement dated 5<sup>th</sup> Day of April, 2018 with **M/S ABHISIKTA ESTATES A UNIT OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED**, a Private Limited Company registered with Registrar of Companies, West Bengal with CIN No. U45400WB2012PTC173603 and Pan No. AAKCA2373H having its regd./ head office at 23A/71, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its authorized signatory authorized by BOD Meeting dated 31.01.2018 **SRI SUSHANTA SAHA** (having Pan No.BDEPS3679B & Aadhar No. 943527306134), son of Late Pravash Chandra Saha, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 23A/71, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, and/or **SRI ARPIT KUMAR** (having Pan No.COSPK9064G & Aadhar No. 498287677006), son of Sri Amrendra Kumar by faith-Hindu, by occupation-Engineer, by Nationality Indian, residing at 23A/54, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra and recorded in Book – I, Volume number 0403-2018, Page from 43225 to 43271, Being No. 040302144 for the year 2018.
- Q. By a registered General Power of Attorney dated 6<sup>th</sup> April, 2018, the said Owners No. 1 & 2 herein have appointed **M/S ABHISIKTA ESTATES A UNIT OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED**, a Private Limited Company registered with Registrar of Companies, West Bengal with CIN No. U45400WB2012PTC173603 and Pan No. AAKCA2373H having its regd./ head office at 23A/71, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its authorized signatory authorized by BOD Meeting dated 31.01.2018 **SRI SUSHANTA SAHA** (having Pan No.BDEPS3679B & Aadhar No. 943527306134), son of Late Pravash Chandra Saha, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 23A/71, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, and/or **SRI ARPIT KUMAR** (having Pan No.COSPK9064G & Aadhar No.



498287677006), son of Sri Amrendra Kumar by faith-Hindu, by occupation-Engineer, by Nationality Indian, residing at 23A/54, Jessore Road, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas as their lawful attorney to act behalf of them and the same was duly registered with the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra and recorded in Book – I, Volume Number 0403-2018, Page from 44083 to 44114, Being No. 040302193 for the year 2018.

- R. Thereafter as per terms and conditions of Development Agreement and General Power of Attorney the Developer herein constructed Ground plus ..... storied Building according to the sanctioned Plan being Plan No. 1257 dated 27.04.2018 issued by the Naxalbari Panchayat Samity upon the said piece and parcel of land measuring about **17 Decimal** equivalent to **10 (Ten) Cottah, 02 (Two) Chittack, 43 (Forty Three) Sq. ft.** little more or less morefully and particularly .
- S. As per the allocation and/or allotment of Development Agreement dated 5<sup>th</sup> April, 2018, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- T. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, **East** facing of the Ground plus ..... storied Building, measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at R.S. Dag No. 480, 481, L.R. Dag Nos. 626, 627, Mouza – Rupsingha, J.L. No. 95, R.S. Khatian No. 24/1, L.R. Khatian No. 1513, 1719 with pukka structure measuring about 1000 (One Thousand) Sq. ft. little more or less, within the limit of the Lower Bagdogra Gram Panchayat, A.D.S.R.O. Siliguri II at Bagdogra, District- Darjeeling-734014, West Bengal hereinafter called and referred to as the **"SAID FLAT"** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one,

the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

U. By an Agreement for Sale dated ..... the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT one Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, **East** facing of the Ground plus Three storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at R.S. Dag No. 480, 481, L.R. Dag Nos. 626, 627, Mouza – Rupsingha, J.L. No. 95, R.S. Khatian No. 24/1, L.R. Khatian No. 1513, 1719 with pukka structure measuring about 1000 (One Thousand) Sq. ft. little more or less, within the limit of the Lower Bagdogra Gram Panchayat, A.D.S.R.O. Siliguri II at Bagdogra, District- Darjeeling- 734014, West Bengal morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In Pursuance to the Agreement for Sale dated ..... and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at R.S. Dag No. 480, 481, L.R. Dag Nos. 626, 627, Mouza – Rupsingha, J.L. No. 95, R.S. Khatian No. 24/1, L.R. Khatian No. 1513, 1719 with pukka structure measuring about 1000 (One Thousand) Sq. ft.

little more or less, within the limit of the Lower Bagdogra Gram Panchayat, A.D.S.R.O. Siliguri II at Bagdogra, District- Darjeeling- 734014, West Bengal morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the

Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;

4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owners/Vendors, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

**11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID PREMISES)**

**ALL THAT** piece and parcel of bastu land measuring about **08 Decimal** little more or less in at Mouza- Rupsingha, J.L. No. 95, R.S. Khatian No. 24/1, L.R. Khatian No. 1513, R.S. Dag No. 481, L.R. Dag No. 626 of Owner No. 1 herein, **and ALL THAT** piece and parcel of bastu land measuring about **09 Decimal** little more or less in at Mouza- Rupsingha, J.L. No. 95, R.S. Khatian No. 24/1, L.R. Khatian No. 1719, R.S. Dag No. 480, L.R. Dag No. 627 of Owner No. 2 herein, **and after amalgamation of all two plots it is ALL THAT** piece and parcel of bastu land measuring about **17 Decimal** equivalent to **10 (Ten) Cottah, 02 (Two) Chittack, 43 (Forty Three) Sq. ft.** little more or less at R.S. Dag No. 480, 481, L.R. Dag Nos. 626, 627, Mouza – Rupsingha, J.L. No. 95, R.S. Khatian No. 24/1, L.R. Khatian No. 1513, 1719 with pukka structure measuring about 1000 (One Thousand) Sq. ft. little more or less, within the limit of the Lower Bagdogra Gram Panchayat, A.D.S.R.O. Siliguri II at Bagdogra, District- Darjeeling- 734014, West Bengal and the same is Butted and Bounded as follows:

BY NORTH	:	Military Camp;
BY SOUTH	:	N.H. 31 Asian Highway Road;
BY EAST	:	Vacant Land of Sushanta Kr. Deb;
BY WEST	:	One Storied building of Bimilesh Dev;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Flat)**

**ALL THAT** one residential **Flat, being** Flat No. ....., on the ..... **Floor (Flooring- \_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building namely "ASIAN HEIGHTS", measuring an area of ..... **Square Feet super built up area** consisting of ..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet

and ..... (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at R.S. Dag No. 480, 481, L.R. Dag Nos. 626, 627, Mouza – Rupsingha, J.L. No. 95, R.S. Khatian No. 24/1, L.R. Khatian No. 1513, 1719 with pukka structure measuring about 1000 (One Thousand) Sq. ft. little more or less, within the limit of the Lower Bagdogra Gram Panchayat, A.D.S.R.O. Siliguri II at Bagdogra, District- Darjeeling- 734014, West Bengal.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Facilities)**

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.

9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10<sup>th</sup> of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON RESTRICTIONS FOR OCCUPIERS)**

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by  
the **VENDORS** at Kolkata in the presence  
of :

1.

2.

**SIGNATURE OF THE VENDORS**

**SIGNED SEALED AND DELIVERED** by  
the **DEVELOPER** at Kolkata in the  
presence of:

1.

2.

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED** by  
the **PURCHASER** at Kolkata in the  
presence of:

1.

**SIGNATURE OF THE PURCHASER**

**DRAFTED BY:**



Advocate  
High Court, Calcutta.  
Enl. No.

**RECEIVED** from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

Cheque No.	Date	Bank & Branch Name	Amount
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**Total** Rs.00,00,000/-

**(Rupees.....) only**

**SIGNATURE OF THE WITNESS**

1.

2.

**SIGNATURE OF THE DEVELOPER**

Identified by:

Name: \_\_\_\_\_

Son of \_\_\_\_\_,

by Faith- \_\_\_\_\_, Occupation: \_\_\_\_\_,

Residing at – \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_.

Kolkata- \_\_\_\_\_, District: \_\_\_\_\_.