

ONE RESIDENTIAL FLAT MEASURING SQ. FT. MORE OR LESS (INCLUDING SUPER-BUILT-UP AREA), BEARING FLAT NO. ".....", SITUATED AT THE FLOOR OF THE RESIDENTIAL CUM COMMERCIAL BUILDING COMPLEX NAMED AS "GITANJALI", TOGETHER WITH UNDIVIDED PROPORTIONATE SHARE OR INTEREST IN THE LAND ON WHICH THE SAID BUILDING STANDS.

LAND AREA ON WHICH : 2.63 Acres
PLOT NUMBER : 335, 336, 337, 338 &
340 (L.R.),
KHATIAN NUMBER : 377 (L.R.)
MOUZA : KALARAM
J.L. NUMBER : 76
POLICE STATION : PHANSIDEWA
A.D.S.R. : BAGDOGRA
DISTRICT : DARJEELING
CONSIDERATION : Rs./-

THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY OF JUNE, TWO THOUSAND NINETEEN

BETWEEN

....., S/o-, residing at - hereinafter called the **PURCHASERS** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

A N D

V.K. UDYOG LTD., having its office at Poonam Building, 6th Floor, 5/2, Russel Street, Kolkata – 71, represented by its director **Sri Gupteshwar Prasad**, Son of Late Jatan Prasad, resident of Nehru Road, Siliguri, Post office and Police Station Siliguri, and District Darjeeling (W.B.) – hereinafter called the **VENDOR** (which expression shall mean and include unless excluded by or repugnant to the context his successors, legal

representatives, executors, administrators and assigns) of the **SECOND PART.**

Whereas one Sri Phani Bhusan Ghosh, Son of Late Kshetra Mohan Ghosh, became the absolute owner of land measuring 1.30 Acre, appertaining to R.S. Plot No. 108 & 109, corresponding to L.R. Plot No. 335, 336, 337 & 338, land measuring 0.27, 0.58, 0.15 & 0.30, in the four plot total land measuring 1.30, R.S. Khatian No. 2/1, 2/3, 2/5 & 2/7, corresponding to L.R. 91/1, 114, 130/1, 140 & 199, situated at Mouza Kalaram, J.L. No. 76, Touzi No. 91, Pargana Patharghata, P.S. Phansidewa, A.D.S.R. office Bagdogra, District Darjeeling, by virtue of a registered Deed of Sale Being No. 627, and same was registered in the office of the Additional District Sub Registrar Siliguri II at Bagdogra, for the year 2003, executed by (1) Sri Santoah Kumar Ghosh, (2) Sri Mukunda Kumar Ghosh, (3) Sri Bichitra Kumar Ghosh, (4) Sri Paresh Chandra Ghosh, (5) Sri Mantu Chandra Ghosh, all are Sons of Late Jogesh Chandra Ghosh.

A N D

Being owner in such possession said Sri Phani Bhusan Ghosh, Son of Late Kshetra Mohan Ghosh, recorded his name at the office at BL & LRO Phansidewa in respect of his said landed property along some other landed properties and therefore a new khatian has been issued in his favour vide L.R. Khatian No. 200/1, and since then having permanent heritable transferable right therein free from all encumbrances and charges whatsoever.

A N D

Whereas being owner in such possession said Sri Phani Bhusan Ghosh, Son of Late Kshetra Mohan Ghosh, sold and transfer his land measuring 1.36 Acre, appertaining to L.R. Plot No. 335, 336, 337, 338 & 340, recorded in L.R. Khatian No. 200/1, situated at Mouza Kalaram, J.L. No. 76, Pargana Patharghata, P.S. Phansidewa, A.D.S.R. office Bagdogra, District Darjeeling, to and in favour of the present vendor namely "V.K. UDYOG LTD." having its office at Poonam Building, 6th Floor, 5/2, Russel Street, Kolkata – 71, represented by its director Sri Gupteshwar Prasad, Son of Late Jatan Prasad, by virtue of a registered Deed of Sale Being No. 3486, dated 09.09.2005.

A N D

And whereas on the other hand one Smt. Santash Devi Sharma, Wife of Sri Dindyal Sharma, became the absolute owner of land measuring 1.27

acre, appertaining to R.S. Plot No. 108 & 109, corresponding to L.R. Plot No. 336, 337 & 338, land measuring 0.13, 0.78, & 0.36, in the three plot total land measuring 1.27, R.S. Khatian No. 2/1, 2/3, 2/5 & 2/7, corresponding to L.R. Khatian No. 91/1, 114, 130/1, 140 & 199, situated at Mouza Kalaram, J.L. No. 76, Touzi No. 91, Pargana Patharghata, P.S. Phansidewa, A.D.S.R. office Bagdogra, District Darjeeling, by virtue of a registered Deed of Sale Being No. 628, and same was registered in the office of the Additional District Sub Registrar Siliguri II at Bagdogra, for the year 2003, executed by (1) Sri Santoah Kumar Ghosh, (2) Sri Mukunda Kumar Ghosh, (3) Sri Bichitra Kumar Ghosh, (4) Sri Paresh Chandra Ghosh, (5) Sri Mantu Chandra Ghosh, all are Sons of Late Jogesh Chandra Ghosh.

A N D

Whereas thereafter said Smt. Santash Devi Sharma, Wife of Sri Dindayal Sharma, sold and transfer her aforesaid total land measuring 1.27 acre appertaining to L.R. Plot No. 336, 337 & 338, land measuring 0.13, 0.78, & 0.36, in the three plot total land measuring 1.27, L.R. Khatian No. 200/2, situated at Mouza Kalaram, J.L. No. 76, Pargana Patharghata, P.S. Phansidewa, A.D.S.R. office Bagdogra, District Darjeeling, to and in favour of the present vendor namely "V.K. UDYOG LTD." having its office at Poonam Building, 6th Floor, 5/2, Russel Street, Kolkata – 71, represented by its director Sri Gupteshwar Prasad, Son of Late Jatan Prasad, by virtue of a registered Deed of Sale Being No. 3485, dated 09.09.2005.

A N D

Thereafter Being owner in such possession the present vendor namely "V.K. UDYOG LTD." having its office at Poonam Building, 6th Floor, 5/2, Russel Street, Kolkata – 71, represented by its director Sri Gupteshwar Prasad, Son of Late Jatan Prasad, became the absolute owner of total land measuring 2.63 Acres and thereafter they have recorded their name at the office at BL & LRO Phansidewa in respect of their said landed property and therefore a khatian has been issued in their favour being L.R. Khatian No. 377, and since then having permanent heritable transferable right therein free from all encumbrances and charges whatsoever.

A N D

Whereas being owner in such possession the present vendor namely "V.K. UDYOG LTD." having its office at Poonam Building, 6th Floor, 5/2, Russel Street, Kolkata – 71, represented by its director Sri Gupteshwar Prasad, Son of Late Jatan Prasad, desirous to construct multi storied building or block wise separate building/residential cum commercial flats for purpose

of selling them on ownership basis to various intending customers/buyers and thereby make profits thereof on the land. Therefore they have prepared a Sanctioned Building Plan vide order No. 54/BP/PPS, duly approved by Phansidewa Panchayet Samity, dated 28.06.2019.

A N D

WHEREAS now the present vendor now being in need of money for their developmental plans and scheme has decided to sell their one Residential Flat measuring Sq. Ft. more or less (including super-built-up area), bearing Flat No. ".....", Situated at the Floor of the Residential cum Commercial building complex named as "**GITANJALI**", fully described in the Schedule 'B', alongwith 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.

A N D

WHEREAS the Purchasers being in need of a Flat and being satisfied with the right, title and interest of the Vendor over the said Flat and also being satisfied with all the paper and documents relating to the said Flat, agreed to purchase the said one Residential Flat measuring Sq. Ft. more or less (including super-built-up area), bearing Flat No. ".....", Situated at the Floor of the Residential cum Commercial building complex named as "**GITANJALI**", 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 one Residential Flat measuring Sq. Ft. more or less (including super-built-up area), bearing Flat No. ".....", Situated at the Floor of the Residential cum Commercial building complex named as "**GITANJALI**", 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 hereinbelow and the said piece of land more particularly described in the Schedule "A" hereunder written-hereinafter referred to as the said Flat premises and described fully in the Schedule "B" given hereinbelow, 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 Flat measuring, at the Floor of the said building standing on the Schedule "A" land and the said Flat 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 Vendors 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 Purchasers shall be liable to pay directly the Municipal Taxes and other outgoing 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 Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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 impartiable.
- 7) That the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers shall obtain electric connection from the W.B.S.E.D.C.L. in his names at his/her own costs.
- 11) That the Purchasers 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 Purchasers shall not store or keep stored or allow to be stored any articles, things, materials or goods in the common areas of the building.
- 13) That the Purchasers 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.
- 14) That the Purchasers shall use the said Flat for residential purpose only.

SCHEDULE "A"

All that piece or parcel of Land measuring 2.63 Acres, corresponding to L.R. Plot No. 335, 336, 337, 338 & 340, recorded in L.R. Khatian No. 200/1, 200/2 (Old) & 377 (New), J.L. No. 76, Situated within Mouza Kalaram, Pargana Patharghata, within the jurisdiction of Police Station Phansidewa, District of Darjeeling.

BOUNDARY:

North :;
South :;
East :;
West :

SCHEDULE "B"
(FLAT AGREED TO BE SOLD)

All that piece or parcel of one Residential Flat measuring Sq. ft. more or less (including super-built-up area), bearing Flat No. ".....", Situated at the Floor of the Residential cum Commercial building complex named as "GITANJALI", together with undivided proportionate share in the Schedule- A land on which the said building is constructed, together with undivided share in the land as described in the Schedule "A" above alongwith common area, common facilities and common expenses of the said building, mentioned in the Schedule 'C' & 'D' hereinbelow.

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 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 Purchaser).
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) Boundary walls and main gates;
- 7) The land left vacant by the boundary Walls;
- 8) Common lighting system for the building;
- 9) Generally all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

A separate sheet containing the finger print of the Vendor and the Purchaser is enclosed herewith forming part of these presents.

IN WITNESS WHEREOF the Vendor hereunto set and subscribed his respective hands on the day month and year first above written.

WITNESSES:

1.

(SIGNATURE OF THE VENDORS)

2.

(SIGNATURE OF THE PURCHASERS)

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

(CHINMAY SARKAR)
Advocate, Siliguri.
Enrolment No. WB/523/2003.