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FLAT/UNIT NO. '.....', MEASURING ABOUT SQ. FT. (INCLUDING SUPER BUILT-UP AREA), SITUATED ON THE FLOOR OF BLOCK NAME/NO. ".....", OF THE BUILDING NAMED 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 : 66 DECIMALS or 2 BIGHA,
SAID BUILDING STANDS

KHATIAN NO : 33/1 (R.S.) & 1187(L.R.);
PLOT NO. : 55, 55/210, 55/211 (R.S.) 29 (L.R.);
J. L. NO. : 2;
MOUZA : DABGRAM;
PARGANA : BAIKUNTHAPUR;
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

B E T W E E N

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

NILIMADHAV VYAPAAR PRIVATE LIMITED, (PAN No. AAFCN1381B), a private limited company incorporated under the provision of the Companies Act, bearing certificate of Incorporation No. U74900WB2015PTC2209018, dated 28.12.2012, having its registered office at 95A, Park Street, Room No. 1, P.O. & P.S. Park Street, Kolkata - 700016 (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 Pema Wangchuk Bhutia, Son of Sri Pgyal Bhutia, became the owner of land measuring about 7 Katha, recorded in R.S. Khatian No. 33/1, appertaining to R.S. Plot Nos. 55, 55/210 & 55/211, Situated within Mouza Dabgram, J.L. No. 2, Sheet No. 3 (R.S.), Touzi No. 3, Pargana Baikunthapur, Police Station Bhaktinagar, District Jalpaiguri, by virtue of a registered Deed of Sale, being No. I-1626 for the year of 2007, recorded in Book No. I, and the same was registered at the office of the District Sub-Registrar Jalpaiguri, executed by (1) Sri Karma Gyarme Lama @ Lama Karma, Son of Late Pekar Lama @ Ngawang Pekar, (2) Smt. Rigzin Wangmo Lama @ Rinzin Lama, Wife of Sri Sonam Paljor and daughter of Late Gyaltsen Lama.

A N D

WHEREAS (1) Sri Samten Bhutia, son of late Phentok Bhutia, (2) Miss Sangay Bhutia, Daughter of Sri Samten Bhutia, became the owner of land measuring about 13 Katha, recorded in R.S. Khatian No. 33/1, appertaining to R.S. Plot Nos. 55, 55/210 & 55/211, Situated within Mouza Dabgram, J.L. No. 2, Sheet No. 3 (R.S.), Touzi No. 3, Pargana Baikunthapur, Police Station Bhaktinagar, District Jalpaiguri, by virtue of a registered Deed of Sale, being No. I-1625 for the year of 2007, recorded in Book No. I, and the same was registered at the office of the District Sub-Registrar Jalpaiguri, executed by (1) Sri Karma Gyarme Lama @ Lama Karma, Son of Late Pekar Lama @ Ngawang Pekar, (2) Smt. Rigzin Wangmo Lama @ Rinzin Lama, Wife of Sri Sonam Paljor and daughter of Late Gyaltsen Lama.

A N D

WHEREAS Smt. Tsering Dolma Bhutia, Daughter of Sri Samten Bhutia, became the owner of land measuring about 7 Katha, recorded in R.S. Khatian No. 33/1, appertaining to R.S. Plot No. 55/211, Situated within Mouza Dabgram, J.L. No. 2, Sheet No. 3 (R.S.), Touzi No. 3, Pargana Baikunthapur, Police Station Bhaktinagar, District Jalpaiguri, by virtue of a registered Deed of Sale, being No. I-1623 for the year of 2007, recorded in

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Book No. I, and the same was registered at the office of the District Sub-Registrar Jalpaiguri, executed by Sri Karma Gyarme Lama @ Lama Karma, Son of Late Pekar Lama @ Ngawang Pekar.

A N D

WHEREAS (1) Smt. Kunchok Dolma Bhutia, Wife of Sri Samten Bhutia, (2) Sri Sonam Tenzin Bhutia, Son of Sri Dorjee Bhutia, became the owner of land measuring about 13 Kathas, recorded in R.S. Khatian No. 33/1, appertaining to R.S. Plot No. 55/211, Situated within Mouza Dabgram, J.L. No. 2, Sheet No. 3 (R.S.), Touzi No. 3, Pargana Baikunthapur, Police Station Bhaktinagar, District Jalpaiguri, by virtue of a registered Deed of Sale, being No. I-1624 for the year of 2007, recorded in Book No. I, and the same was registered at the office of the District Sub-Registrar Jalpaiguri, executed by Sri Karma Gyarme Lama @ Lama Karma, Son of Late Pekar Lama @ Ngawang Pekar.

A N D

Whereas being owner in such possession said (1) Sri Pema Wangchuk Bhutia, Son of Sri Pegyal Bhutia, (2) Sri Samten Bhutia, on of late Phentok Bhutia, (3) Miss Sangay Bhutia, Daughter of Sri Samten Bhutia, (4) Smt. Tsering Dolma Bhutia, Daughter of Sri Samten Bhutia, (5) Smt. Kunchok Dolma Bhutia, Wife of Sri Samten Bhutia, (6) Sri Sonam Tenzin Bhutia, Son of Sri Dorjee Bhutia, 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 six separate new khatian has been issued in their favour vide L.R. Khatian No. 412, 413, 414, 415, 416 & 417, Beraing L.R. Plot No. 29, since then the said landed property in their khas actual physical possession having permanent heritable transferable right therein free from all encumbrances and charges whatsoever.

A N D

Being owner in such possession said (1) Sri Pema Wangchuk Bhutia, Son of Sri Pegyal Bhutia, (2) Sri Samten Bhutia, on of late Phentok Bhutia, (3) Miss Sangay Bhutia, Daughter of Sri Samten Bhutia, (4) Smt. Tsering Dolma Bhutia, Daughter of Sri Samten Bhutia, (5) Smt. Kunchok Dolma Bhutia, Wife of Sri Samten Bhutia, (6) Sri Sonam Tenzin Bhutia, Son of Sri Dorjee Bhutia, made an application for permission to sale their aforesaid landed property before the office of the Project Officer Cum District Welfare Officer Backward Classes Welfare, Jalpaiguri and same has been granted by the same office, vide order Nos. (i) 989/(III)/PO/DWJ/BCW, dated 22.06.2016, (ii) 1020/(III)/PO/DWJ/BCW dated 01.07.2016.

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A N D

After acquiring such permission said (1) Sri Pema Wangchuk Bhutia, Son of Sri Pegyal Bhutia, (2) Sri Samten Bhutia, on of late Phentok Bhutia, (3) Miss Sangay Bhutia, Daughter of Sri Samten Bhutia, (4) Smt. Tsering Dolma Bhutia, Daughter of Sri Samten Bhutia, (5) Smt. Kunchok Dolma Bhutia, Wife of Sri Samten Bhutia, (6) Sri Sonam Tenzin Bhutia, Son of Sri Dorjee Bhutia, sold and transferred their aforesaid total land measuring about 66 Decimals or 2 Bigha, recorded in R.S. Khatian No. 33/1, corresponding to L.R. Khatian Nos. 412, 413, 414, 415, 416 & 417, appertaining to R.S. Plot Nos. 55, 55/210 & 55/211, corresponding to L.R. Plot No. 29, Situated within Mouza Dabgram, J.L. No. 2, Sheet No. 3 (R.S. & L.R.), Touzi No. 3, Pargana Baikunthapur, Police Station Bhaktinagar, District Jalpaiguri, to and in favour of the present vendors namely NILIMADHAV VYAPAAR PRIVATE LIMITED, by virtue of two separate registered Deed of Sale, being Nos. (i) I-4378 for the year of 2016, recorded in Book No. I, (ii) I-5061 for the year of 2016, recorded in Book No. I, Volume No. 711, Pages from 93983 to 94002, both were registered at the office of the Additional District Sub-Registrar Bhaktinagar.

A N D

Being 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 land measuring 66 Decimals and therefore a new khatian has been issued in their favour vide L.R. Khatian No. 1187, Beraing L.R. Plot No. 29, since then the said landed proeprty in their khas actual physical possession having permanent heritable transferable right therein free from all encumbrances and charges whatsoever.

A N D

Being owner in such possession the present vendors namely NILIMADHAV VYAPAAR PRIVATE LIMITED, a private limited company, constructed a G+X storied residential building complex upon their aforesaid land measuring 66 Decimals, as per Sanctioned Building Plan, vide No., dated 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 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 + Ten Storied

building known as "Cosmos View", 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 Purchaser being in need of a Flat and being satisfied with the right, title and interest of the Vendors over the said Flat and also being satisfied with all the paper and documents relating to the said Flat, agreed to purchase the said 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 + Ten Storied building known as "Cosmos View", 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 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 + Ten Storied building known as "Cosmos View", 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, lispences, 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

Second 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 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 impartible.
- 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 to be 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.

- 14) That the Purchaser shall use the said Flat for residential purpose only.

SCHEDULE "A"

ALL THAT PIECE AND PARCEL of Land measuring about 66 Decimals or 2 Bigha, recorded in R.S. Khatian No. 33/1, corresponding to L.R. Khatian Nos. 1187, appertaining to R.S. Plot Nos. 55, 55/210 & 55/211, corresponding to L.R. Plot No. 29, Situated within Mouza Dabgram, J.L. No. 2, Sheet No. 3 (R.S. & L.R.), Touzi No. 3, Pargana Baikunthapur, Within the jurisdiction of Gram Panchayet Area, Police Station Bhaktinagar, District Jalpaiguri, in the state of West Bengal.

The said land is butted and bounded as follows:

- North : Sold Land of S.L. Agarwal,
South : Wide Road;
East : Land Namgyal Dolkar;
West : Land of Sed-Guyed Buddhist Research Training.

SCHEDULE "B" (FLAT AGREED TO BE SOLD)

All that piece and parcel of one 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 + Ten Storied building known as "Cosmos View", together with undivided proportionate share or interest in the land (as described in the Schedule –A hereinabove mentioned) on which the said building stands, inclusive of the right of undivided proportionate interest in the alongwith common area and common facilities of the said building, mentioned in the Schedule 'C' 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 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 upto top floor.;
- 7) Boundary walls and main gates;
- 8) The land left vacant by the boundary Walls;

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- 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 ABOVENAMED 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, readover and
explained to the parties by me
and printed in my office:**

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