

DEED OF CONVEYANCE

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**THIS INDENTURE IS MADE ON THIS _____ DAY
OF JANUARY 2020 (TWO THOUSAND AND
TWENTY).**

**DEED OF ABSOLUTE SALE OF SHOP/OFFICE PREMISES ON OWNERSHIP
BASIS.**

One Shop/Office premises being Premises No. ____ measuring about _____ Square Feet of the Carpet Area at _____ Floor of the Basement + Ground Plus Storied Building named “SAPPHIRE” with a proportionate undivided share in the land on which the said building stands.

R.S. PLOT NO. : 133

L.R. PLOT NO. : 534, 535

R.S. KHATIAN NO. : 83/1

L.R. KHATIAN NO. : 1895

R.S. SHEET NO. : 5

L.R. SHEET NO. : 4

J.L. NO. : 02

MOUZA : DABGRAM

P.S. : BHAKTINAGAR

SMC WARD NO. : XXXXII

PARGANA : BAIKUNTHAPUR

DISTRICT : JALPAIGURI

CONSIDERATION : RS. _____/-

WITHIN THE AREA OF SILIGURI MUNICIPAL CORPORATION

B E T W E E N

BRAHMAPUTRA COMMODITIES PRIVATE LIMITED (PAN : AADCB5013C), a Private Limited Company registered under the Companies Act.1956 bearing Certificate of Incorporation No.U51109WB2007PTC119203 Dated 4th October 2007 having its registered office at Galaxy House, 3rd Floor, 2nd Mile Sevoke Road, Near PCM Tower, P.S. Bhaktinagar, P.O. Siliguri-734001 in the State of West Bengal --- hereinafter called the **VENDOR /FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its director, successors in office, legal representatives, administrators and assigns) of the **FIRST PART**. Represented by one of its Director duly authorized for this purpose **SRI PANKAJ GARG** Son of Sri Madanlal Garg, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of Church Road, P.O. & P.S. Siliguri-734001 in the District of Darjeeling.

A N D

SRI/SMT _____ (**AADHAR:** _____, **PAN:** _____) Son/Wife of Sri/ Late _____ Hindu/Muslim/Christian by religion, Indian by Nationality, Business/Service/Housewife/others by occupation, residing at _____, _____, P.O. _____-_____, P.S. _____, Dist- _____ --- hereinafter jointly and collectively called **PURCHASER(s)/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his/her/it/their heirs, executors, successors, administrators, representatives and assigns) of the **SECOND PART**.

WHEREAS:

A. THE BRAHMAPUTRA COMMODITIES PRIVATE LIMITED purchased land measuring 40 Kathas appertaining to R.S. Plot No. 133 corresponding L.R. Plot No. 534, 535 of R.S. Sheet No.5 corresponding L.R. Sheet No.4 of Mouza Dabgram recorded in the R.S. Khatian No. 83/1 corresponding L.R. Khatian No. 531, P.S. Bhaktinagar in the District of Jalpaiguri by virtue of the following four separate Deeds of Conveyances all

duly registered in the Office of the Additional District Sub Registrar, Bhaktinagar:-

- i. Land measuring 16.5 Katha by virtue of Deed of Conveyance recorded in the Book No. I, Document No. 3336 for the year 2018.
- ii. Land measuring 4 Katha by virtue of Deed of Conveyance recorded in the Book No. I, Document No. 3290 for the year 2018.
- iii. Land measuring 3 Katha by virtue of Deed of Conveyance recorded in the Book No. I, Document No. 3409 for the year 2018.
- iv. Land measuring 16.5 Katha by virtue of Deed of Conveyance recorded in the Book No. I, Document No. 919 for the year 2018.

B. Possessing the aforesaid land the above named **BRAHMAPUTRA COMMODITIES PRIVATE LIMITED** duly mutated the aforesaid land in its name with the office of the B.L.&L.R.O, Rajganj and L.R. Khatian No. 1895 was duly opened up in its name.

AND WHEREAS the above named vendor hereof applied for the mutation of the aforesaid land with the office of the Siliguri Municipal Corporation, Siliguri, and the concerned office duly mutated the Schedule-A land and allotted **Holding No. _____**.

AND WHEREAS the vendor hereof have to retain the land measuring 4.84 Kathas more or less in the frontal side for the widening of the Sevoke Road for widening of the Sevoke Road out of their total land measuring 40 kathas as such the Building Plan is prepared for the land measuring 35.16 Katha and the same is submitted for approval before the appropriate authorities.

AND WHEREAS the vendor hereof prepared the necessary building plans and drawings for the land measuring 35.16 Katha as stated herein above and submitted the same to the Siliguri Jalpaiguri Development Authority for "**LAND USE COMPATIBILITY CERTIFICATE (LUCC)**" and the concerned department issued the LUCC vide its **Memo No. ____/SJDA dated _____**.

AND WHEREAS the vendor hereof prepared the necessary building plans and drawings for Basement, Ground Floor plus four storied building and submitted the same to the Siliguri Municipal Corporation, Siliguri vide

BUILDING PLAN NO. 518 dated 17th July 2019 and same was duly sanctioned and approved on _____.

AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have own unit/premises in the said multistoried Building along with the undivided proportioned share and interest in the **Schedule - 'A' land**, the proportioned share or interest in the **Schedule - 'A' land** to be determined according to the constructed areas comprising the unit or premises proportioned to the total constructed area on the said land.

AND WHEREAS the Vendor is in the process of construction of the said multistoried building divided into several independent units/premises/parking spaces along with common facilities and to assign and identify have named the building as "**SAPPHIRE**"

AND WHEREAS the Vendor has now firmly and finally decided to sell and have offered to sale to the Purchaser(s) a Shop / Office Premises more fully described in the Schedule -"B" herein below for a total fixed valuable and monetary consideration of Rs._____/-(Rupees _____). For the sake of brevity and clarity the Shop /Office premises sold and transferred by these presents and more fully described in the Schedule- B herein below and is hereinafter referred as **SCHEDULE-B PROPERTY**.

AND WHEREAS the Purchaser(s) being in need of a **SCHEDULE-B PROPERTY** in ownership in the locality where the aforesaid multistoried building under construction is situated and after inspecting the documents of title of vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc as well as the construction of the said multistoried building till date and considering the price so offered by the vendor as fair, reasonable and highest have agreed to purchase from the vendor, the said **SCHEDULE-B PROPERTY** together with undivided common share or interest in the common spaces like stairs, statutory open space, toilets, well, overhead tanks and other fittings and fixtures and other common parts services, services of the building more fully described in the **SCHEDULE-D** free from all encumbrances, charges, liens, lispendences, attachments, mortgages and

all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the **SCHEDULE-B PROPERTY** for a valuable consideration of Rs._____/(Rupees _____)only.

AND WHEREAS the Vendor agreed to execute the Deed of Conveyance in respect of the **SCHEDULE-B PROPERTY** in favor of the Purchaser(s) of these presents for effectually conveying the right, title and interest in the **SCHEDULE-B PROPERTY** for a valuable and monetary consideration of Rs._____/(Rupees _____) only and the conditions agreed in the between the parties hereof is as under.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. **THAT** in consideration of a sum of Rs._____/(Rupees _____) only paid by the Purchaser(s) to the Vendor, the receipt of which is acknowledge by the Vendor by execution of these presents and grants full discharge to the Purchaser(s) from the payment thereof and the Vendor do hereby convey and transfer absolutely the **SCHEDULE-B PROPERTY** to the Purchaser(s) who shall now **TO HAVE AND TO HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.

2. **THAT** the Purchaser(s) have examined and inspected the documents of title of the vendor, site plan, building plan, foundation plan, structural details of beams and slabs, typical floor plan, front elevation, rear elevation/ sectional elevation details of staircases as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves/itself about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser(s) and shall have no claim whatsoever upon the VENDOR as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. **THAT** the Purchaser(s) shall have all rights, title and interest in the **SCHEDULE-B PROPERTY** sold and conveyed to her/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under it and all rights, title and interest which vested in the vendor with respect to the **SCHEDULE-B PROPERTY** shall henceforth vest in the Purchaser(s) to whom the said property have been conveyed absolutely.

4. **THAT** the Purchaser(s) hereby covenants with the vendor not to dismantle the **SCHEDULE-B PROPERTY** hereby sold and conveyed in favor of the Purchaser(s) and the same shall be hold by the Purchaser(s) as one and only one independent unit exclusively for the purposes as stated in these presents in the Schedule herein below.

5. **THAT** the Vendor declare that the interest which it professes to transfer hereof subsists as on the date of these presents and that the Vendor have not previously transferred, mortgaged, contracted for sale or otherwise the said below **SCHEDULE-B PROPERTY** or any part thereof to or in favor of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary the Vendor shall be liable to make good the loss or injury which the Purchaser(s) may suffer or sustain in resulting there from.

6. **THAT** the Vendor further covenant with the Purchaser(s) that if for any defect of title or for act done or suffered to be done by the Vendor, the Purchaser(s) is/are deprived of ownership or of possession of the said property described in the **SCHEDULE-B PROPERTY** below or any part thereof in future, then the Vendor shall forthwith return to the Purchaser(s) the full or proportionate part of the consideration money as the case may be from the date of deprivation of ownership or of possession.

7. **THAT** the Vendor does hereby covenant with the Purchaser(s) that the tenancy rights under which **Schedule -"A"** property is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor have full right and authority to transfer the **SCHEDULE-B**

PROPERTY to the Purchaser(s) in the manner as aforesaid and the Purchaser(s) shall hereinafter peacefully and quietly possess and enjoy the **SCHEDULE-B PROPERTY** without any obstruction or hindrance whatsoever.

8. **THAT** the Purchaser(s) shall not do any act, deed or thing whereby the development/construction of the said building in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring assigning or disposing of unsold portion of right, title and interest therein or appurtenant thereto.

9. **THAT** the Purchaser(s) will obtain his/her/their own independent electric connection from the WBSEDCL, for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser(s), the Vendor shall have no responsibility or any liability in this respect.

10. **THAT** the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser(s) to the property hereby conveyed at the cost of the Purchaser(s).

11. **THAT** the Purchaser(s) shall have the right to get his/her/its/their name(s) mutated with respect to the said **SCHEDULE-B PROPERTY** at the office of B.L&L.R.O, Rajganj and Siliguri Municipal Corporation, Siliguri and get it numbered as a separate holding and shall pay municipal taxes, Khazana as may be levied upon him/her/it/them from time to time though the same has not yet been assessed.

12. **THAT** the Purchaser(s) shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the **SCHEDULE-B PROPERTY** or let out, lease out the **SCHEDULE-B PROPERTY** to whomsoever.

13. **THAT** the Purchaser(s) shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

14. **THAT** the Purchaser(s) shall have proportionate right, title and interest in the land along with other occupants/owner of the building. It is hereby declared that the interest in the land is impartible.

15. **THAT** the Vendor will pay up to date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **SCHEDULE-B PROPERTY**. GST, Stamp Duty, Registration Fees on this sale transaction shall be borne and paid by the Purchaser(s).

16. **THAT** the ultimate roof of the said multistoried building shall exclusively belong to the Vendor -of these presents, and they shall be at liberty to sell, dispose or do anything which they deem fit and proper. The Purchaser(s) shall not be entitled to claim it as common space in any manner whatsoever.

17. **THAT** as scribed herein above the land measuring 4.84 Kathas more or less in the frontal side for the widening of the Sevoke Road is retained by the vendor for the widening of the Sevoke Road, till the time of the acquisition of the land by the appropriate authorities, the vendor assure that it will not construct any structure/room on it which may create obstruction in the front/back side of the building and upon acquisition of the land, any compensation if received then the same shall exclusively belongs to vendor and the purchaser hereof and other occupants of the building shall not raise any claim whatsoever over such compensation amount.

18. **THAT** the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the **SCHEDULE-B PROPERTY** except for unsold portion of the building which shall be borne by the Vendor proportionately with all the Purchaser(s) unless separately levied upon and charged for.

19. **THAT** the upkeep and maintenance of the COMMON PORTION & AREAS as well as COMMON PROVISION & UTILITIES shall be looked after by the Vendor or any agency appointed by them till the time the Vendor deem it fit and proper.

20. **THAT** the Purchaser(s) shall be entitled to use and pay such proportionate charges for common facilities such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar etc as will be determined by Vendor from time to time. The payment of the maintenance charge by the Purchaser(s) is irrespective of her/his/its/their use and requirement.

21. **THAT** in case the Purchaser(s) makes default in payment of the proportionate share towards the COMMON EXPENSES (described in the **Schedule- "C"** given hereunder) within the time allowed by Vendor, the Purchaser(s) shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendor for any loss or damage suffered by Vendor in consequence thereof.

22. **THAT** the Purchaser(s) shall not encroach upon any portion of land or buildings carved out by Vendor for the purpose of the road, landings stairs or other purposes and in the event of encroachment, Vendor or the agency appointed by Vendor for maintenance of building shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser(s) shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

23. **THAT** the Purchaser(s) further covenants with Vendor not to injure harm or cause damage to any part of the building including common portions and areas as well the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or otherwise in any manner whatsoever and in the event of contrary the Purchaser(s) shall be fully responsible for it, Vendor shall not be held responsible in any manner whatsoever.

24. **THAT** it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the

premises of the building save the battery operated inverter and in the event of power requirement by the Purchaser(s), the same shall be arranged by the Vendor or by the agency appointed by them and the Purchaser(s) shall make the payment for such charges as will be determined by the power provider.

25. **THAT** the Purchaser(s) shall not be entitled to park any vehicle in the others parking area and passage within the complex other than the common parking space marked by the vendor.

26. **THAT** Vendor shall use the remaining parking area in any manner whatsoever (i.e. closed parking with shutter gate, etc) to which the Purchaser(s) shall have no objection.

27. **THAT** the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the Purchaser(s) and the vendor or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act 1996 and in case their decision is not acceptable the parties hereto shall have the right to move to Court of Law at Jalpaiguri.

SCHEDULE 'A'

(DESCRIPTION OF THE LAND WHERE THE BASEMENT PLUS GROUND PLUS FOUR STORIED BUILDING NAMED AS "SAPPHIRE" STANDS)

ALL THAT PIECE AND PARCEL OF land measuring 35.16 KATHA appertaining to R.S. Plot No. **133** (One Three Three) corresponding to L.R. Plot No. **534**(Five Three Four), **535**(Five Three Five) of R.S. Sheet No. **5** (Five) corresponding to L.R. Sheet No. **4**(Four)of Mouza **DABGRAM** recorded in R.S. Khatian No. **83/1** (Eight Three by One) corresponding to L.R. Khatian Nos.**1895**(One Eight Nine Five), J.L. No. **2** (Two), Pargana - **BAIKUNTHAPUR**, P.S. **BHAKTINAGAR** within the jurisdiction of Siliguri Municipal Corporation, District of **JALPAIGURI** in the State of West Bengal.

Name of the street: - **SEVOKE ROAD**, ZONE: **COSMOS MALL TO ORBIT MALL**, SMC Ward No.**42**.

The aforesaid land is butted and bounded as follows:

NORTH : LAND OF L.R.PLOT NO.533/737,

SOUTH : LAND OF L.R.PLOT NO.535,

EAST : LAND OF L.R.PLOT NO.535,

WEST : 60 FEET SEVOKE ROAD.,

SCHEDULE-B PROPERTY
DESCRIPTION OF THE SHOP/OFFICE PREMISES

One Shop/Office premises being Premises No. _____ measuring approximately _____ (_____) Square Feet Carpet Area (Super Build up Area _____ Square Feet) at ____ **Floor** of the Block-_____ of the Basement + Seven storied building named “_____” together with proportionate undivided share in the aforesaid **Schedule -“A”** land.

Flooring of Premises - _____

SCHEDULE-C
COMMON EXPENSES

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, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits 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, electrical and other maintenance staffs.

4. Cost of insurance premium for 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 tax, 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. Costs 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 purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

SCHEDULE - D

COMMON PROVISIONS AND UTILITIES

1. Staircase and staircase landing on all floors.
2. Common entry in the ground floor.
3. Water pump, water tank, water pipes and common plumbing installations.
4. Drainage and sewerage, Boundary wall and main gate.
5. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

IN WITNESS WHEREOF the authorized signatories of the Vendor company in good health and conscious mind have put their signatures on these presents on day, month and the year first above written.

WITNESESS: -

1.

FIRST PARTY/VENDOR

2.

Drafted by me and printed at my office,

*JUGAL SANGHAI
ADVOCATE/SILIGURI
Reg. No.WB/306 OF 2011*

MEMO OF CONSIDERATION

Rs. _____/-

RECEIVED of and from the within-named _____ PURCHASER(S)
Rs. _____/- (Rupees _____) only,
by within-named VENDOR the within-mentioned sum of Rs. _____/-
(Rupees _____) only,
paid by the PURCHASER(S) to the VENDOR in respect of the property conveyed herein.

DETAILS OF THE PAYMENT OF THE AFORESAID CONSIDERATION MONEY

DATE	BANK	CHEQUE /RTGS	AMOUNT
		TOTAL	