

DEED OF CONVEYANCE

THIS INDENTURE MADE ON THIS THE

_____ DAY OF _____ 202_

BUILDING COMPLEX	ASHIYANA OASIS RESIDENCY
MOUZA	KALKUT
SET FORTH VALUE	
FLOOR AREA	
PLOT NO.	341 & 342 (R.S.), 509 & 523 (L.R.)
KHATIAN NO.	4/1 & 4/2 (R.S.), 5593 & 5625 (L.R)
J.L. NO	44
P.O.	CHAMPASARI
P.S.	PRADHAN NAGAR
DISTRICT	DARJEELING
WITHIN CHAMPASARI GRAM PANCHAYAT AREA	

BETWEEN

ASHIYANA BUILDERS & DEVELOPERS, (Income tax PAN NO: ABBFA 3680N) a Partnership firm constituted under Partnership Act 1932 having its office at Gupta Apartment, Gandhi Nagar, P.O. Sevoke Road, P.S. Bhakti Nagar, District: Jalpaiguri- 734 001 and represented by one of its partner **SRI SURENDRA GUPTA** (authorized signatory) (**Income Tax PAN NO. ACUPG5997L**) and **Aadhar Card No. 5340 8755 5841**) son of Late Bijay Gupta, Indian by citizen, Hindu by religion, Business by occupation, resident of Gupta Apartment, Gandhi Nagar, Ward No.43 of Siliguri Municipal Corporation, P.O. Sevoke Road, P.S. Bhakti Nagar, District Jalpaiguri 734 001-hereinafter called the “**VENDOR**” which expression shall mean and include unless excluded by or repugnant to the context its executors, legal representatives, administrators and assigns of the **FIRST-PART**.

AND

MR. _____, PAN _____, son of Sri/Late _____, by occupation - _____, & MRS. _____, PAN _____, wife of Mr. _____, by occupation – _____, both by Nationality - Indian, both by faith _____, both residing at _____, P.S. _____, P.O. _____, Siliguri - _____, Herein after called the “**PURCHASER (S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its executors, administrators, successors-in interest and permitted assignees) of the “**SECOND PART**”

Vendor and the Purchaser/Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

BACKGROUND:

- A. The Vendor is the sole, absolute and lawful Owner of the said property more fully described in the. Schedule-"A" hereto (the "SAID LAND") which was purchased by the Vendor as per the particulars of title of the Said Land more fully described in the Schedule-"B" hereto.
- B. The Vendor caused a plan, prepared by its architects for construction of a building on the said land and got a plan sanctioned from the appropriate authorities i.e Matigara Panchayat Samity Vide a approved Building Plan Registration No. 354 and plan sanctioned order No.210/MPS Dated 16.03.2023 of Matigara Panchayat Samity duly sanctioned on 16.03.2023 (the said Plan) and took up the construction and development of Four Storied (G+3) Residential Building on the said land as per the Said Plan.
- C. Flats/ units were offered in the Complex to the intending purchasers and pursuant to such offer the Purchaser applied for allotment of a flat in the Complex and there after an Agreement for Sale was executed on _____ for transfer of one flat more fully described in PART-I and PART-II of Schedule-"D" here under written being "FLAT AND RIGHTS and the "PARKING SPACES" respectively and/or collectively in the "SAID APARTMENT".
- D. Pending the Conveyance of the said Flat by the Vendor in favour of the Purchaser(s) and as required upon the coming into force of the RERA AND RULES the Vendor has registered the Complex under the provisions of the said Act AND/OR the said Rules under Registration Number_____.

- E. The Vendor has since completed the construction of the Complex comprising residential flats including the said Flat and has also completed the construction of the Parking Spaces as also the common areas comprised within the Complex which common areas are more fully described in THIRD SCHEDULE i.e. Schedule- “C” hereto (collectively the “COMMON AREAS”).
- F. The Purchaser(s) has since paid the entire consideration of the Said Flat to the Vendor and the Vendor has put the Purchaser(s) in possession of the said Flat and the Vendor has now called upon the Purchaser(s) herein to complete the transfer/conveyance of the said Flat to which the Purchaser(s) has agreed.
- G. In pursuance of the Aforesaid and by these presents the Said Apartment is being conveyed and/or transferred by the Vendor to the Purchaser(s).
- H. The Purchaser(s) has made himself / herself fully satisfied about the right, title, and or entitlement of the Vendor in the said land, the said plan, the construction made, all background papers, the right of the Vendor to grant this conveyance and the extent of the Rights being granted in favour of the Purchaser(s). The Purchaser(s) hereby accepts the same and will not raise any objection with regard thereto.

The Purchaser(s) has understood and has accepted the under mentioned scheme of the Development of the Complex.

- a) **Development of Complex** – The Vendor is developing the Complex on the said land in terms of the said Plan.
- b) **Extent of Rights:** The rights of the Purchaser(s) limited to the Ownership of the said flat, Parking Space and the rights appurtenant and attributable to the said Flat. The Purchaser hereby accepts the same and the Purchaser(s) shall not, under any circumstances, raise any claim of Ownership contrary to the above.

- c) Only user Rights in Common Areas: The Purchaser(s) shall only have user rights in the Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the said Flat and the Purchaser(s) hereby accepts the same and the Purchaser(s) shall not, under any circumstances, raise any claim of Ownership of any component or constituent of the Common area and/or other Common area of the Complex. The Purchaser(s) further agrees and accepts that Purchaser(s) has been made aware that the Common area of the Complex shall be transferred to the Association as per the Prevailing laws.

NOW THIS DEED OF INDENTURE WITHESETH AS FOLLOWS:

1. That in consideration of a sum of Rs.____) only paid to the Vendor excluding GST, the receipt of which the Vendor do hereby acknowledge and grants full discharge to the Purchaser(s) from the payment thereof and the Vendor do hereby convey and transfer absolutely the said Flat having Carpet Area of _____sq.mt **Square Meter** (equivalent to **Square Feet**), corresponding to Super Built-Up area of _____ **Square Meter** (equivalent to **Square Feet**)] at ____Floor, fully described in the Schedule-‘D’ appended here under to the Purchaser(s) who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of the proportionate rent, etc. to the Govt. 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 the **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 themselves about the standard of construction thereof including that of the said Residential Flat purchased by the Purchaser(s) and shall has 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 **THREE STORIED BULIDING** 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 property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under him/her/them and all the rights, title and interest which vested in the Vendor with respect to the Schedule-‘D’ property shall hence forth vest in the Purchaser(s) to whom the said property has been conveyed absolutely.
4. That the Purchaser(s) hereby covenant with the Vendor not to dismantle, and divide or partition the Residential Flat by pucca construction as hereby sold and conveyed in favour of the Purchaser(s) and the same shall be hold by the Purchaser(s) exclusively for his/her purposes.
5. That the Vendor declares the interest which she/he professes to transfer hereby 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-‘D’ property or any part thereof to or in favour 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 herein above and hereinafter 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 any act done or suffered to be done by the Vendor, the Purchaser(s) are deprived of Ownership or of possession of the said property described in the Schedule-'D' 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 together with interest @ 12% p.a. from the date of such deprivation of Ownership or of possession and the Vendor shall further pay adequate compensation to the Purchaser(s) for any other loss or injury which the Purchaser(s) may suffer or sustain in consequence thereof.
7. That the Vendor or Vendor shall have all the right, title and interest over the top roof, terrace of the building and shall be entitled to install any sort of tower for which the Purchaser(s) shall have no objection. That the Vendor shall have the absolute right, title, and interest over the same and can sell, lease or construct on the top roof of the building and use the top roof in any manner whatsoever including installation of any sort of tower, dish antenna, etc. That the Vendor shall have full right to use the outer portion/exterior of the building for the purpose of the advertisement/display & the Purchaser(s) shall have no right in the said top roof of the building.
8. That the Vendor hereby declares and covenant with the Purchaser(s) that there exists no mortgage, charge, attachment or encumbrance on the Residential Flat hereby sold and conveyed, expressed or intended so to be or any part thereof and the Vendor have not entered into any binding contract with any other person/persons for sale of the said Flat or any part thereof and there is no such contract existing on the date of these presents and that the Residential Flat hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Vendor on the date of these presents and is free from all encumbrances and charges and the Vendor hereof covenants with the Purchaser(s) that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrances whatsoever with

respect to the said Residential Flat as fully described in the Schedule-‘D’ the Vendor shall be liable to compensate the Purchaser(s) adequately for the loss or injury sustained or to be sustained by the Purchaser(s) in consequences hereof.

9. That the Purchaser(s) shall not do any act, deed or thing, construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
10. That the Purchaser(s) will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L, Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill are paid by the Purchaser(s), the Vendor shall have no responsibility or any liability in this respect.
11. That the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring rights, title and interest of the Purchaser(s) to the property hereby convey at the cost of the Purchaser(s).
12. That the Purchaser(s) shall have the right to get his/her/their name mutated with respect to the said schedule- ‘D’ property both at the Office of the B.L & L.R.O and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay holding taxes as may be levied upon her/him/them from time to time, though the same has not yet been assessed.
13. That the Purchaser(s) shall have the right to sale, gift, and mortgage or transfer otherwise the Ownership of schedule – “D” property or let-out, lease-out the schedule –‘D’ property to whomsoever.

14. That the Purchaser(s) shall keep the area neat 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.

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

16. 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- "D" property.

17. That the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule – "D" property except for unsold portion of the building which shall be the borne by Vendor proportionately with all the Purchaser(s) unless separately levied upon and charged for.

That the upkeep and maintenances of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor till accommodation for all Residential Flats in the BUILDING are sold and thereafter the OWNERS & OCCUPANTS of different Residential Flat and/or residential apartments shall from and constitute an Apartment Owners Association by framing a proper Memorandum of Association together with the rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the Ownership and as soon as the OWNERS & OCCUPANTS form and constitute such Association, all the right and liberties as well as the duties and obligation of the Vendor in respect of the maintenance and upkeep of the COMMON PORTIONS & AREAS and COMMON PROVISION & UTILITIES including realization of the common expenses and the compliance of various legal formalities or other formalities pertaining to the BUILDING shall vest into and devolve upon such Apartment Owners Association.

18. That the Purchaser(s) shall be entitled to use and pay such proportionate charges for common facility if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkider, etc. as be determined by the Vendor from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.

19. That in case the Purchaser(s) make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C-Part-II given herein under) within time allowed by the Vendor of the Apartment Owners Association, 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 or the association acting at the relevant time for any loss or damages suffered by the Vendor or the association in consequence thereof.

20. That the Purchaser(s) shall not encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landing, stairs or the other community purpose/s and in the event of encroachment, the Vendor or the executive body or any authority of the occupants of the building acting as such at the relevant time 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.

21. That the Purchaser(s) further covenant with the Vendor not to injure, harm or cause damage to any part of the building including common portions and areas as well as 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 therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser(s) shall be fully responsible for it, the Vendor shall not be held responsible in any manner whatsoever.

22. That it is hereby specifically declared that 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 Residential Flat of the building, except the battery-operated inverter.
23. That the common entrance and the road of the Apartment complex may be used by the Vendor to provide entrance to any other adjacent Plot and the Purchaser(s) shall not have a right to object the same and the Purchaser(s) agrees to allow the Vendor to use the same for such purposes. That the common facilities shall be common to all the apartment Owners of the said complex **“Ashiyana Oasis Residency”** and that if any additions by way of increase in the number of Residential Flat by way of acquisition of further Land adjacent to the below schedule Land and within the said Complex is made, than the common facilities will be common to all the occupants of the said complex **“Ashiyana Oasis Residency”**.
24. That the Purchaser(s) shall permit entry at all reasonable times to the Vendor and/or its authorized or technical person for one or more of the purposes of inspecting, examining, checking, testing constructing developing preparing, running, repairing, altering, modifying, installing erecting, fixing, anything whatsoever in the said complex. However incase of any alteration or modification in the Residential Flat hereby sold shall only be carried out with consent from the Promoter. There will be no changes made with regard to the outer area or common area of the said building premises. In case of any unfortunate happening in the building on context to the Purchaser(s) by changes of any walls or dimensions the whole liability will be levied on the Purchaser(s) and the vendor shall not be liable.
25. That the Vendor has already delivered the possession of the said Residential Flat to the Purchaser(s) and the Purchaser(s) hereby acknowledges the same.
26. That the Purchaser(s) shall pay all taxes after taking delivery the possession of the said Flat and the Vendor are not liable to pay any tax which is levied upon the Purchaser(s).

27. That the Purchaser(s) hereby covenant with the Vendor that the Vendor shall have right to affix any hoarding, mobile tower or any type of disc in the said building.
28. That the Vendor do hereby covenant with the Purchaser(s) that the tenancy rights under which the Schedule-‘A’ property is held by the Vendor under the Superior Land Lord, the State of West Bengal is good and effectual and the interest which the Vendor proposed to transfer subsists and the Vendor has full right and authority to transfer the Residential Flat as fully described in the Schedule ‘D’ given below to the Purchaser(s) in the manner as aforesaid and the Purchaser(s) shall hereinafter peacefully and quietly possess and enjoy the aforesaid Residential Flat without any obstruction or hindrance whatsoever.
29. That the matters not specifically stipulated in these presents or in case of any dispute or any question 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 he/she/they shall have the right to move to court at Siliguri.

SCHEDULE “A”

**(Description of Land on which the Residential Building
“Ashiyana Oasis Residency” stands)**

All that piece or parcel of homestead land measuring 16 (Sixteen) Kathas or about 26 Decimal in appertaining to and forming part of R.S.Plot No.341 &342 corresponding to L.R. Plot No.509 plot area 13.4 Decimal & 523 Plot area 12.80 Decimal recorded in R.S.Khatian No.4/1 & 4/2 corresponding to L.R. Khatian No.5593 and 5625, situated within Mouza- Kalkut, J.L.No.44, within the Jurisdiction of Champasari Panchayat situated P.S.-Pradhan Nagar, Dist- Darjeeling..

The said land is bound and butted as follows:-

By the North : Land of Pawan Kumar Prasad & Others

By the South : 13' wide Road

By the East : 22' wide pucca road

By the West : 17 feet wide Road

SCHEDULE-"B"**(Devolution of Title)**

a. The above named Vendor, **Ashiana Builders and Developers**, is the absolute and lawful owner of land measuring 16 (Sixteen) Katthas or 26 Decimal in appertaining to and forming part of R.S.Plot No 341 and 342 corresponding to L.R. Plot No.509 area of land 2 Decimal, and L.R.Plot No. 523 Area of Land 24 Decimal recorded in L.R. Khatian No. 5593 and 5625, R.S..Khatian No.4/1 & 4/2, situated within Mouza- Kalkut J.L.No.44, within the Jurisdiction of Champasari Gram Panchyat, P.S.-Pradhan Nagar Dist- Darjeeling by virtue of 2 (two) Registered Deed of Conveyance (Sale), being document Number I-0403-00925 And 0403-00926 dated 12.-02-2021 executed by Smt. Renuka Chhetri W/o Sri Dinesh Chhetri registered at the Office of Addl. District Sub Registrar –Bagdogra, Siliguri-II, Dist : Darjeeling..

AND WHEREAS in the manner aforesaid the above named Vendor i.e. Ashiana Builders and Developers, became the owner of land measuring 16 (Sixteen) Katha or 26 Decimal having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever .

b. **AND WHEREAS** being owner in such possession the Vendor mutated its name in respect of the aforesaid Plot of Land measuring more or less 16 Katthas or 26 Decimal in the Record of Rights and thereafter two New L.R.Khatian No.5593 & 5625 with respect to L.R.Plot No.509 & 523 was generated from the Office of B.L. & L.R.O –Matigara as per provisions of W.B.L.R. Act 1955.

c. **WHEREAS** thereafter the Vendor desirous of Developing the aforesaid landed property by constructing a Four Storied (G+3) Residential Building as per Sanctioned Building Plan Registration No. 354 and plan sanctioned order No.210/MPS Dated 16.03.2023 of Matigara Panchyat Samity.

SCHEDULE-“C”

PART-I

(Common Areas)

- i. All staircase and landings, pathway, top roof, lift of the building.
- ii. Statutory Vacant Spaces, boundary wall, main gate and other common facilities.
- iii. All electrical fittings in the top roof, staircase, landing and other common electrical points in and around the building.
- iv. All drain, rainwater pipes (PVC), waste pipe (PVC) and external sewage.
- v. All external walls and running water pipelines, water pump-sets and its fittings and accessories.
- vi. One boring well, septic tank and soak pit.
- vii. The Purchaser will have right and liberties to use and enjoy the aforesaid common areas and common facilities freely and without any sorts of hindrances whatsoever subject to the payment of proportionate expenses and charges to the Flat Owners Association of “**Ashiyana Oasis Residency**” to be compulsorily formed by all the Flat Owners.
- viii. No Flat Owners can block, obstruct or store any article in any of the above-mentioned common areas.

PART-II

(Common Expenses)

1. The Purchaser shall abide by the byelaws of the association or society of the owners of the building and shall bear and pay their proportionate share or part in the common expenses required by the association of the owners.
2. The expenses of maintaining repairing, redecorating etc., of the main structures, gutter and rain water pipes of the building, tube well, water pipes, sanitary pipe, gas pipes and electric pipes, wires and installations in under or upon the building and enjoyed or used by the Purchaser in common with the Vendor/Vendor and other owners/occupiers of other units and the main entrances passages landing and staircases of the buildings as enjoyed by the purchaser or used by the Purchaser in common as aforesaid and the boundary walls pavements electrical installments, of the building compound.
3. The cost of clearing and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the purchaser in common as aforesaid.
4. The costs of maintaining the exterior of the building.
5. The cost of the salaries of caretakers, clerks, bill collectors, chowkidars, sweepers etc.
6. The cost of working and maintenance of pump tube-well generator equipments, lights etc.
7. The insurance and maintenance of the building and installation like generator equipments, lights etc.
8. Capital or recurring expenditure for replacement of all or nay item comprised in the general common areas and facilities.
9. The purchaser shall bear the proportionate share of capital or recurring expenditure for replacement and/or repair of such common utilities such as over-head tank and other equipments whatsoever which are/or may be installed or situated in any portion of the said building.

10. The purchaser shall bear the proportionate share of such other expenses as are deemed necessary or incidental by the vendor for the maintenance and upkeep of the building and/or general common areas and facilities.

SCHEDULE-“D”

(SAID APARTMENT)

PART-I (FLAT AND RIGHTS)

ALL THAT One Residential Flat (Tiles floor) measuring more or less having Carpet Area of _____ **sq.mt Square Meter** (equivalent to _____ **Square Feet**), corresponding to Super Built-Up area of _____ **Square Meter** (equivalent to _____ **Square Feet**)] at _____ Floor, being Flat Number _____ of the building named **“Ashiyana Oasis Residency”** constructed on the land as described in Schedule- “A” including the right of common areas with the Vendor/Vendor and/or other similar Purchaser(s) of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

PART-II

(CAR PARKING SPACE)

A Car Parking space at Ground Floor of the Building named **“Ashiyana Oasis Residency”** constructed on the land as described in Schedule- “A” including the right of common areas with the Vendor and/or other similar Purchaser(s) of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

SCHEDULE-"E"

(Total Price)

Rupees_____for the said APARTMENT and the Rights Appurtenant thereto paid by the Purchaser to the Vendor as full and final satisfaction and the Vendor hereby acknowledged to have received..

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the Presence of attesting witness as below.

Witnesses:

1.

2.

Signature

Authorized Signatory

(VENDOR)

Name_____

Father's name _____

Address _____

(Purchaser)

