

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____, **TWO THOUSAND AND TWENTY-THREE (2023)**.

-BETWEEN-

1. CENINFRA CONSULTANT (OPC) PRIVATE LIMITED [PAN No. AAGCC7679A], a Private Limited Company registered under the provision of The Companies Act, 1956 having its registered office at Ground Floor, 1161 Sector 38, Post Office - _____, Police Station - _____, Gurgaon, Haryana, 122001, represented by one of its directors namely **SRI SRISH BHASKAR RAI**[PAN No. **BARPR1874D**][AADHAR No. **7268 6067 3453**], son of Bhubneshwar Rai, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero

Honda Road, Sector - 48, Islampur (97), Post Office - _____, Police Station - _____, Pincode – 122018, Gurgaon, State of Haryana, by virtue of a resolution taken by the directors of the said company unanimously in its board meeting held on at the company’s registered office and **2. CENSUS CONSULTANT** a Sole Proprietorship firm, having its registered office at Block-D, FF 8, First Floor Omaxe Gurgaon Mall, Sector 49 Sohna Road, Gurgaon, Haryana, represented by its Proprietor namely **SRI SRISH BHASKAR RAI**[PAN No. **BARPR1874D**][AADHAR No. **7268 6067 3453**], son of Bhubneshwar Rai, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office - _____, Police Station - _____, Pincode – 122018, Gurgaon, State of Haryana hereinafter referred to as the **“OWNERS”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **ONE PART.**

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), 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, executors, administrators and permitted assignees).

[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 _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context

or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), 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 assignees).

[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 _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees)of the **SECOND PART.**

[please insert details of other allottee(s), in case of more than one allottee]

WHEREAS :-

PART - A

1. By virtue of Deed of Sale dated 22/05/2012, registered in the office of A.D.S.R., Siliguri - II at Bagdogra, District –Darjeeling and recorded in Book No. I, C.D. Volume No. 13, Page Nos. 3153 to 3168 for the year 2012, Sri Biswajit Roy sold and transferred the vacant land measuring 638 decimals

appertaining to and forming part of R.S. Plot Nos. 7, 8, 9, 34, 35, 36, 37 and 38 corresponding to L.R. Plot Nos. 13, 14, 30, 32, 34, 35, 39, 40 and 46, recorded in R.S. Khatian Nos. 15/1, 113, 12 and 222 corresponding to L. R. Khatian Nos. 255, situated within Mouza - Radha, J.L. No. 72, Police Station - Phansidewa, District – Darjeeling to Sri. Bhakta Bir Pradhan.

2. Sri. Bhakta Bir Pradhan became sole and absolute owner and was in possession of vacant land measuring 638 decimals, appertaining to and forming part of R.S. Plot Nos. 7, 8, 9, 34, 35, 36, 37 and 38 corresponding to L. R. Plot Nos. 13, 14, 30, 32, 34, 35, 39, 40 and 46, recorded in R. S. Khatian Nos. 15/1, 113, 12 and 222 corresponding to L. R. Khatian No. 255, situated within Mouza - Radha, J. L. No. 72, Police Station - Phansidewa, District – Darjeeling and having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
3. Sri. Bhakta Bir Pradhan recorded the aforesaid land in his name in the Record of Rights at the Office of B.L. & L.R.O., Phansidewa and obtained a new L.R. Khatian No. 792 and L.R. Plot Nos. 39, 30, 32, 40 & 46 as per provision of W.B.L.R Act 1955.
4. By a Deed of Conveyance dated 3rd January, 2023, registered in the office of A.D.S.R., Siliguri – II, Ghosh Pukur and recorded in Book No. I, Volume No. 1408-2023, Pages from 4642 to 4661, being No. 040800121 for the year 2023, Sri. Bhakta Bir Pradhan sold and transferred All that piece and parcel of land Measuring **155 Decimal**, appertaining to and forming part of R.S. Plot No. 34, 36 & 37 Corresponding to L.R. Plot No.39 recorded in R.S. Khatian No. 12, 15/1,113& 222 Corresponding to L.R. Khatian No .792, under Mouza- Radha, J.L. No.72, Police Station - Phansidewa, - District-Darjeeling, under Gram Panchayat Area to Ceninfra Consultant (OPC) Private Limited and Census Consultant.
4. By a Deed of Conveyance dated 4th January, 2023, registered in the office of A.D.S.R., Siliguri – II, Ghosh Pukur and recorded in Book No. I, Volume No. 1408-2023, Pages from 7715 to 7734, being No. 040800329 for the year 2023, Sri. Bhakta Bir Pradhan sold and transferred All that piece and parcel

of land Measuring **145 Decimal**, appertaining to and forming part of R.S. Plot No. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (measuring 20 decimals), 32 (measuring 12 decimals), 40 (measuring 67 decimals), 46 (measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792, under Mouza- Radha, J.L. No.72, Police Station - Bagdogra, - District-Darjeeling, under Gram Panchayat Area to Ceninfra Consultant (OPC) Private Limited and Census Consultant.

5. Thereafter, Ceninfra Consultant (OPC) Private Limited and Census Consultant recorded their names in the concern B.L. & L.R.O. and obtained new L.R. Khatian Nos. 1699 and 1739 in respect of L.R. Plot No. 39 and L.R. Khatian Nos. 1748 and 1749 in respect of L.R. Plot Nos. 30, 32, 40 and 46.
6. Hence, Ceninfra Consultant (OPC) Private Limited and Census Consultant, the Owners herein, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) **145 Decimal**, appertaining to and forming part of R.S. Plot No. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (measuring 20 decimals), 32 (measuring 12 decimals), 40 (measuring 67 decimals), 46 (measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to modified L.R. Khatian Nos. 1748 and 1749 and (ii) **155 Decimal**, appertaining to and forming part of R.S. Plot No. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to L.R. Khatian Nos. 1699 and 1793, the total area of land being **300 decimals** lying and situates at under Mouza- Radha, J.L. No. 72, Police Station - Bagdogra, District - Darjeeling, under Gram Panchayat Area, West Bengal and hereinafter referred to as the "**said Premises**" and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of

ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

7. The Owner duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the sanction building plan vide final layout plan approvals for the Project from the _____.
8. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on _____ under registration no. _____.**
9. The Owners herein agreed to sell and the Purchaser herein agreed to purchase after verifying all the necessary deeds, documents and other property relating papers of the Owners herein and after fully satisfied himself agreed to purchase **ALL THAT** piece and parcel of land measuring _____ situated on the said premises more fully described in the Schedule A herein below and hereinafter referred to as the said **"Plot"** more particularly described in the **SCHEDULE B** hereunder written, at and for the total consideration of **Rs. _____/- (Rupees _____) only**
10. The Purchaser has paid the total consideration sum of **Rs. _____/- (Rupees _____) only**, in partly cheque and partly cash to the Owners herein before and or at the time of registration of this Deed of Conveyance which the Owners hereby admitted and acknowledge.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In total consideration of the sum of **Rs. _____/- (Rupees _____) only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** piece and parcel of land

measuring _____ situated on the said premises morefully described in the Schedule A herein below and morefully and more particularly described in the **SCHEDULE B** hereunder written together with common path, passages, easement rights, ingress and egress upon the said land more fully and particularly described in the **SCHEDULE B**, hereunder written **TO OTHERWISE ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said Plot thereon 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 here into the said Plot and over the Plot 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 THAT THE OWNER AND THE PURCHASER HEREIN AGREED AND DECLARE AS FOLLOWS:-

1. The Owner herein have good right and full power to convey and transfer by way of sale of the said Plot hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid has 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 Plot 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 the Owners herein or their heirs or any of them.
3. The Purchaser shall be entitled to the rights, benefits and privileges attached to the said Plot and appurtenances thereto including the right to enjoy the

common passages and space/s in the said property or the use occupation and enjoyment of the said Plot.

THE OWNER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

1. That notwithstanding any act, deed or things done or suffered, to be done by the **OWNER**, the said **OWNER** have full power, absolute authority and good right to sell, grant, convey, transfer, assure and assign the said Plot together with all rights in the land underneath the said structure in the manner aforesaid.
2. The **OWNER** have duly and fully paid all taxes, settlement Khajna and all other outgoings and contributions relating to and concerning the said Plot as up to the date hereof on these presents and that if it shall at any time hereafter be found that any amount for the period prior to the date hereof on the aforesaid heads are/is due and payable, the **OWNER** shall pay and discharge on demand in that behalf such liabilities and keep the **PURCHASER** and the said Plot indemnified, protected and saved harmless against such liabilities.
3. The **OWNER** do not suffer from any statutory restrictions or inability in transferring, selling, assuring and granting the demised Plot in favour of the **PURCHASER** in the manner aforesaid and in terms of these presents.
4. The **PURCHASER** shall always and at all times hereafter peacefully and quietly hold, occupy and enjoy the said Plot without any lawful eviction, interruption, hindrance, disturbance from the **OWNER** or any person lawfully claiming under them or in trust for the said **OWNER**.
5. The **OWNER** shall always and at all times at the request and costs of the **PURCHASER** make, do, execute and cause to be made, done and executed such further acts, deeds and things that shall be required for perfecting and assuring the said Plot according to the intention hereof.

6. **AND THAT** the **OWNER** have not at any time done or executed or knowingly suffered or been a party to any act, deed, matter or thing whereby and where under the said easement rights and all other equities, benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof can or may be impeached, encumbered or affected in title.
7. **AND ALSO THAT** the **OWNER** shall at the time of execution of this deed handover the original chain deeds, mutation certificate, tax payment receipt, B.L.R.O. office Khajna payment receipt, all are in original to the **PURCHASER** and the **OWNERS** shall not be liable to any point of time for any other documents in respect of the said Plot in any manner.
8. **AND ALSO THAT** the **OWNER** shall and will from time to time and at all material times hereafter sign and execute any application form for mutation in the name of the **PURCHASER** in the records of the Corporation and/or any other authority or authorities as occasion shall require.
9. **AND FURTHER THAT** the **OWNER** shall hand over peaceful, vacant and khas physical possession of the said Plot unto and in favour of the **PURCHASER** in the day of execution of these present.
10. **THAT** the **OWNER** shall execute all such further acts, deeds, matters things and assurances as may be reasonably required by the Purchaser for better and further effectuating and assuring the conveyance hereby made the title to the Purchaser of the said Plot hereby sold and conveyed and that no error or mis-description in the numbers or other details in the Schedule B hereto shall vitiate the sale or be the subject matter for any claim or affect the identity of the said Plot as otherwise generally described in the Schedule B hereunder written.
11. The **PURCHASER** shall mutate the said Plot in his names and also record his names in the concerned B.L. & L.R.O. and shall pay khajnas to BL & LRO Office and all such rent, taxes and other impositions that may be

charged from time to time, directly to the B.L. & L.R.O. and _____
Municipality.

THE SCHEDULE 'A' ABOVE REFERRED TO:
DESCRIPTION OF THE SAID PREMISES

ALL THAT piece and parcel of land measuring (i) **145 Decimal**, appertaining to and forming part of R.S. Plot No. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (measuring 20 decimals), 32 (measuring 12 decimals), 40 (measuring 67 decimals), 46 (measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to modified L.R. Khatian Nos. 1748 and 1749 and (ii) **155 Decimal**, appertaining to and forming part of R.S. Plot No. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to L.R. Khatian Nos. 1699 and 1793, the total area of land being **300 decimals** lying and situates at under Mouza-Radha, J.L. No. 72, Police Station - Bagdogra, District - Darjeeling, under Gram Panchayat Area, West Bengal, which is butted and bounded as follows:

North: _____,
South: _____,
East: _____,
West: _____.

THE SCHEDULE "B" ABOVE REFERRED TO :
(THE SAID PLOT)

ALL THAT piece and parcel of land measuring _____ situated on the premises stated in the Schedule A hereinabove.

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
OWNER and PURCHASERS at _____

in the presence of:

WITNESS:

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE PURCHASERS

RECEIPT

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

MEMORANDUM OF CONSIDERATION

Sl.No.	Date	Cheque No.	Bank	Amount (in Rs.)
			TOTAL	Rs. _____/-

(Rupees _____)only.

WITNESS:

1.

SIGNATURE OF THE OWNER

2.

Deed prepared and Drafted by:-