

DEED OF CONVEYANCE

District – Darjeeling

P.S. - Matigara

Mouja – Tari

J.L. No. – 68

Covered Area of the Flat - Sq.ft.

Area of the Flat - Sq.ft(Carpet Area)

Value - Rs. = 00

PURCHASER :-

1) MR / MRS., S/o. / W/o. D/o., PAN –
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S.-, Dist. -, PIN -,

2) MR / MRS., S/o. / W/o. D/o., PAN –
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S.-, Dist. -, PIN -,

here – in - after called the PURCHASERS. (Which expression shall unless be excluded by or repugnant to the subject or context be deemed to mean-and include his legal heir / heirs, successor / successors, executor / executors, administrator / administrators, legal representative / representatives and/or assign / assigns).

AND

J & S. DEVELOPER

Tanghertha
Partner

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VENDOR :-

A. LAND OWNER

- (1) SRI SHASHI KANTA SINGHA, PAN - BDLPS2007L, Aadhaar No. 7125 3272 8097
- (2) SRI TARANI KANTA SINGHA @ TARANI SINGHA, PAN :- IMKPS7621M, Aadhaar No. 4164 3802 3066,
- (3) SRI JASHOLAL SINGHA, PAN : GHLP2281B, Aadhaar No. 6401 8092 2878, All are S/o. Late Tulai Singha, Hindu by religion, Indian by Citizen, Business by occupation, all are residing at Ramkrishna Jote, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, Pin No. - 734013, hereinafter referred to as the LAND OWNER, *(which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).*

B) DEVELOPER

“J & S. DEVELOPER” office at Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, a partnership firm represented by its partners namely –

- (1) **MR. JAY DEV JHA**, S/o. Late Upendra Nath Jha, PAN – AEKPJ8969F, AADHAAR NO. 6917 6385 6422, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, India,
- (2) **MRS. ANITA JHA**, W/o. Mr. Jay Dev Jha, PAN – BAMPJ4749J, AADHAAR NO. 3433 5274 1758, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, India, for self and as constituted attorneys on behalf of LAND OWNER -

(‘MEMORANDUM OF JOINT VENTURE DEVELOPMENT AGREEMENT bearing Regd. No. 040300712 for the year 2024, Vol. No. 0403-2024, Page No. 13921 to 13949, office at A.D.S.R. Bagdogra, West Bengal and ‘POWER OF ATTORNEY for developer

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Partner
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agreement' bearing Regd. No. 040300719 for the year 2024, Vol. No. 0403-2023, Page No. 13980 to 13994, office at A.D.S.R. Bagdogra, West Bengal)

C) AUTHORISED SEGMENTARIES ON BEHALF OF DEVELOPER / PROMOTER –

“J & S. DEVELOPER” office at Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, a partnership firm represented by its partners namely – (1) S/o. PAN – AADHAAR NO., by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, India, authorised signatory, duly authorised vide board resolution dated hereinafter referred to as the **"Developer / Promoter"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **OTHER PART**;

THIS DEED OF SALE is made thisth day of 202... BETWEEN above mentioned FIRST PARTY / PURCHSER AND SECOND PARTY / VENDOR & DEVELOPER / CONFIRMING PARTY.

WHEREAS in this Deed unless it be contrary or repugnant to the context the following words or terms shall have the following meaning -

(a) LAND OWNER/VENDOR means –

- (1) SRI SHASHI KANTA SINGHA,
- (2) SRI TARANI KANTA SINGHA @ TARANI SINGHA,
- (3) SRI JASHOLAL SINGHA,

All are S/o. Late Tulai Singha, Hindu by religion, Indian by Citizen, Business by occupation, all are residing at Ramkrishna Jote, P.O. New Rangia, P.S. Matigara, Dist.

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Jay Singh
Partner

Darjeeling, Pin No. - 734013, hereinafter referred to as the LAND OWNERS, (which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

(b) DEVELOPER/CONFIRMING PARTY means -

"J & S. DEVELOPER" office at Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin - 733134, West Bengal, a partnership firm represented by its partners namely -

- (1) **MR. JAY DEV JHA**, S/o. Late Upendra Nath Jha, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin - 733134, West Bengal, India,
- (2) **MRS. ANITA JHA**, W/o. Mr. Jay Dev Jha, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin - 733134, West Bengal, India,

(which term or expression shall unless be repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

(c) PURCHASERS/ VENDEES means -

1) MR / MRS., S/o. / W/o. D/o., PAN -
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S.-, Dist. -, PIN -

2) MR / MRS., S/o. / W/o. D/o., PAN -
....., by occupation, by faith Hindu / Muslim, residing at
....., P.S.-, Dist. -, PIN -

here - in - after called the **PURCHASERS**. (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean-and include his legal heir / heirs, successor

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Partner

/ successors, executor / executors, administrator / administrators, legal representative / representatives and/or assign / assigns).

(d) TITLE DEED-

WHEREAS the subject matter of Land presently belongs to (1) SRI SHASHI KANTA SINGHA, (2) SRI TARANI KANTA SINGHA @ TARANI SINGHA, (3) SRI JASHOLAL SINGHA, All are S/o. Late Tulai Singha, all are residing at Ramkrishna Jote, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, Pin No. - 734013 with demarcation bearing , Khatian No. RS 2/20, corresponding to L.R. 6989, 6990 & 6991, Plot of R.S. 260 corresponding L.R. 444 & 445, situated within Mouza – Tari, J. L. No. 68, Pargana - Patharghata, P.S. Matigara, A.D.S.R. office Bagdogra, Dist. Darjeeling.

The LR Plot being number 444 & 445 comes from RS Plot numbers 260.

WHEREAS the schedule below property originally belongs to Tulai Singha, S/o. Late Dulal Singha and RSROR was duly recorded in his name bearing R.S. Khatian No. 2/20, Plot No. R.S. 260, Area of Land 23 Decimal, Mouza – Tari, J. L. No. 68, Pargana - Patharghata, P.S. Matigara, under Atharakhai Gram Panchayet, Sub - Division Siliguri, A.D.S.R. office Bagdogra, District Darjeeling. Then Tulai Singha died leaving behind 3 Sons namely (1) Sri Shashi Kanta Singha, (2) Sri Tarani Kanta Singha & (3) Sri Jasholal Singha, all are S/o. Late Tulai Singha, LRROR was duly recorded in their name bearing no. L.R. 6989, L.R. 6990 & L.R. 6991. Then all the legal heirs of Tulai Singha make a Partition Deed and demarked their own portion Bearing no. 040307389 for the year 2023, Book- I, Vol No. 0403-2023, Page No. 145630 to 145654, by way of above mentioned Regd. Partition Deed (1) Sri Shashi Kanta Singha, (2) Sri Tarani Kanta Singha & (3) Sri Jasholal Singha, all are S/o. Late Tulai Singha, are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land i.e. Pargana - Patharghata, P.S. Matigara, A.D.S.R. office Bagdogra, Dist. Darjeeling.

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Mouza – Tari, J. L. No. 68, under Atharakhai Gram Panchayet, Sub- Division Siliguri, R.S.
Khatian No. 2/20, corresponding to L.R. 6989, 6990 & 6991,

Plot No.	Classification	Ares
RS 260 corresponding to L.R. 444	BASTU	16 Decimal
RS 260 corresponding to L.R. 445	BASTU	16 Decimal

Total Area of the land – 32 Decimal

Through the above mentioned Partition Deed and demarked their own portion Bearing no. 040307389 for the year 2023, Book- I, Vol No. 0403-2023, Page No. 145630 to 145654, (1) Sri Shashi Kanta Singha, (2) Sri Tarani Kanta Singha & (3) Sri Jasholal Singha, all are S/o. Late Tulai Singha, are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the land has acquired a total measure of 32 decimal land.

After acquiring the land, the present land owner (1) Sri Shashi Kanta Singha, (2) Sri Tarani Kanta Singha & (3) Sri Jasholal Singha, all are S/o. Late Tulai Singha made a Building Plan vide Permit No. dated / /2024 approved by from Matigara Panchayat Samity, Kadamtala, Darjeeling and Fire Safety Certificate issued by The Divisional Fire Officer, Fire Prevention Wing, West Bengal Fire and Emergency Services, vide Memo No. , dated .

AND WHEREAS in the manner aforesaid the above named (1) Sri Shashi Kanta Singha, (2) Sri Tarani Kanta Singha & (3) Sri Jasholal Singha, all are S/o. Late Tulai Singha became the owner of total land measuring 32 Decimal, having permanent, heritable and transferable right, title, and interest therein.

Then, (1) Sri Shashi Kanta Singha, (2) Sri Tarani Kanta Singha & (3) Sri Jasholal Singha, all are S/o. Late Tulai Singha & "J & S. Developer" office at Ukilpara, P.O. & P.S.

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Jasholal Singha
Partner



Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal made a 'MEMORANDUM OF JOINT VENTURE DEVELOPMENT AGREEMENT bearing Regd. No. 040300712 for the year 2024, Vol. No. 0403-2024, Page No. 13921 to 13949, office at A.D.S.R. Bagdogra, West Bengal and 'POWER OF ATTORNEY for developer agreement' bearing Regd. No. 040300719 for the year 2024, Vol. No. 0403-2023, Page No. 13980 to 13994, office at A.D.S.R. Bagdogra, West Bengal.

(e) **PREMISES** WHEREAS the land lord / owner and possessor of the piece and parcel of land measuring 32 Decimal forming Plot No. RS 260 corresponding to L.R. 444 & 445, Khatian No. RS 2/20, corresponding to L.R. 6989, 6990 & 6991, Mouza – Tari, J. L. No. 68, P.S. Matigara, Dist. – Darjeeling. The said land is situated within the Limits of Atharakhai Gram Panchayet, by virtue a Registered Partition Deed Vide No. 040307389 for the year 2023, Book - I, Vol No. 0403-2023, Page No. 145630 to 145654, lawfully seized, possessed of and otherwise well and sufficiently entitled to said land and is fully described in the Schedule – A herewith and ever since such possessions by the said owners is actual Khas and Physical of such land acquiring therein permanent transferable and inheritable right title and interest there too. Whereas the boundary lines hereinafter specified in the SCHEDULE - A hereunder written and mentioned as said property along with structures standing thereon and all easements rights which is more fully and particularly be mentioned and described in the FIRST SCHEDULE hereunder written

(f) **BUILDING** means the G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building constructed upon the said premises according to the material and construction specifications mentioned and described in the Schedule herein and sanctioned by the plan sanctioned by Matigara Panchayat Samity, Kadamtala authority on/...../2024 vide sanctioned Permit No.

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Partner

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(g) **BUILDING PLAN** means such plan prepared by (1) Sri Shashi Kanta Singha, (2) Sri Tarani Kanta Singha & (3) Sri Jasholal Singha, all are S/o. Late Tulai Singha Ramkrishna Jote, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, Pin No. - 734013 herein for the construction of the proposed G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building upon the said premises and sanctioned by the plan sanctioned by Matigara Panchayat Samity, Kadamtala authority on/...../2024 vide sanctioned Permit No.

(h) **THE ARCHITECTS** mean such qualified person / persons who have been appointed by the **DEVELOPER / CONFIRMING PARTY** for both designing and planning the Building constructed on the said premises.

(i) **Name of the Multi-stored Building -**

The said land is earmarked for the purpose of multi-storied building complex and the said project shall be known as "JS GREEN VALLEY APARTMENT".

(j) **FLOOR SPACE** means the part or portion of the said building whereon or on part whereof any flat or unit or structure which will be constructed upon the said premises and also include if the context so admits a space whereon open car parking space therein.

(k) **FLAT** means a part or portion of the floor space consisting of bed rooms, living rooms, bath rooms, toilets, kitchen, balcony, etc. and if the context so admits, also one open car parking space, if any, relating thereto and more particularly described in the Schedule hereunder written.

(l) **UNIT** means a part or portion of the floor space consisting of covered spaces in the building intended or capable of being exclusively occupied and enjoyed and if the context so admits also one parking space for car, if any, relating thereto and more particularly described in the Second Schedule of this presents.

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- (m) **SALEABLE SPACE** means one residential flat and the space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore.
- (n) **COMMON FACILITIES AND AMENITIES** mean and include corridors, roof, stair case, elevator, drive ways, passage ways, overhead water tank, water pump i.e. Sub-marshall, sop kit, sop tank, water outlet, water line and other facilities, which may be mutually agreed unto between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there under as par the West Bengal Apartments Ownership Act, 1972 and its statutory modifications and/or maintenance thereof in force from time to time and Rules framed there under or mutually agreed upon by the LAND OWNER and the owners of Flat/Flats or other spaces.
- (o) **COMMON EXPENSES** mean and include a proportionate share of the cost, charges and expenses for working maintenance, up-keep, repairs and replacement of the common parts including proportionate share of the Municipal Tax, Property tax and other taxes and levies relating to or connected with the said building and the land thereunto belonging and more particularly described in the Schedule of this presents including Electricity Charges for water lifting, well-functioning Lift, common passage, stair case lighting, etc.
- (p) **COMMON EASEMENTS** in relating to any flat or unit or space shall mean the easements quasi easements, rights, privileges and appurtenances appertaining to such flat or unit or space for the reasonable enjoyment and occupation of such residential flat or unit or space and more particularly described in the Schedule of this sale and shall also include the reciprocal easements, quasi-easements obligations and duties or like nature of the other residential flats or units or spaces in the said building in or upon such residential flat or unit or space and more particularly described in the Schedule of this presents.
- (q) **PROPORTION** means the proportion of the ratio which the super built-up area of any residential flat or unit or floor space bears to the super built-up area of all the residential flats

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Partner
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and all the units and all the floor spaces for the time being (including the areas comprising the common parts thereof) of the said building.

- (r) **CO - PURCHASERS** mean the person(s) with some of the said vendors agreed or may agree to transfer and/or transferred by way of conveyance or otherwise any undivided interest in the land comprised in the said property confirmed and shall also include if the context so admits, Vendors in respect of the portions thereof, interests wherein have not been transferred by the Vendors to any person for the time being.
- (s) **PURCHASERS/ VENDEES ALLOCATION** shall mean a self-contained complete residential flat in habitable condition as fully described in the SCHEDULE - B of the G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building namely “JS GREEN VALLEY APARTMENT” constructed upon the said premises according to the building plan sanctioned by Matigara Panchayat Samity G+IV Multi Stored Residential along with commercial Building constructed upon the said premises situated at Ramkrishna Jote, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, Holding No. 493/N, Mouza – Tari, J. L. No. 68, Khatian No. R.S. 2/20, corresponding to L.R. 6989, 6990 & 6991, Plot No. RS 260 corresponding to L.R. 444 & 445, Area of the land 32 Decimal, Classification of the land “BASTU” together with impartial undivided proportionate share of underneath land attributable thereto in the premises along with all easement rights and common facilities more fully and particularly mentioned in the SCHEDULE - B hereunder written.
- (t) **“POSSESSION”** means the Indenture made between the parties herein or thereafter as mentioned in these presents and the PURCHASERS take Possession therein the said residential flat with satisfaction of the Specifications, Elevations, Workmanship, materials and the LANDOWNER/VENDOR and the DEVELOPER / CONFIRMING PARTY already hand over the said possession.

AND WHEREAS the LANDOWNER / VENDOR herein is the sole and absolute owner of ALL THAT piece and parcel of a plot of land and property containing by an estimation of 32 Decimal,

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Jaydev The
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be the same and/or a little more or less of homestead land and all easement rights comprised in Plot No. RS 260 corresponding to L.R. 444 & 445, Khatian No. R.S. 2/20, corresponding to L.R. 6989, 6990 & 6991, Ramkrishna Jote, P.O. New Rangia, P.S. - Matigara, Holding No. 493/N, Mouza – Tari, J. L. No. 68 within the boundary lines hereinafter specified in the SCHEDULE - A hereunder written and mentioned as SAID PROPERTY, thereon and all easement rights which is more fully and particularly mentioned and described in the SCHEDULE - A hereunder written, which land lord had possess 32 Decimal land by way a Registered Partition Deed Vide No. 040307389 for the year 2023, Book- I, Vol No. 0403-2023, Page No. 145630 to 145654, and was absolutely seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land which was used and occupied by LAND OWNER. Hereinafter the allocation of the present Purchaser is referred to as SCHEDULE-B.

AND WHEREAS the LANDOWNER / VENDOR herein mutated their name in respect of the aforesaid property of himself and paying Govt. Rent in respect of the said property.

AND WHEREAS the said property of the LAND OWNER / VENDOR herein is free from all sorts of *encumbrances, charges liens, lis-pendent mortgage* and/or acquisition or requisition and the said property is not at all subject matter of Civil and Criminal proceedings and is/are not pending in any Learned Criminal and Civil Courts within the Jurisdiction of the said property or elsewhere which are more fully and particularly in the SCHEDULE - A written hereunder.

AND WHEREAS the aforesaid LANDOWNER / VENDOR herein, being the sole and absolute owner as well as user and occupier of the said property, have made up their mind to develop the said property situated at Plot No. RS 260 corresponding to L.R. 444 & 445, Khatian No. R.S. 2/20, corresponding to L.R. 6989, 6990 & 6991, Ramkrishna Jote, P.O. New Rangia, P.S. - Matigara, Holding No. 493/N, Mouza – Tari, J. L. No. 68, in the District of Darjeeling, by constructing a G+IV Multi Stored Residential along with commercial Building i.e. “JS GREEN VALLEY APARTMENT” upon the said premises, according to the building plan sanctioned by Matigara Panchayat Samity Authority, but due to financial stringency or paucity of fund and due to insufficiency of knowledge as well as experience, have sought the professional expertise with

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Partner

financial soundness of a DEVELOPER who can undertake the responsibility of construction of such building upon the said premises at his own arrangement and expenses.

AND WHEREAS the LAND LORD / DEVELOPER has intended to sell a self contained complete residential flat along with one open garage which is more fully and particularly described in the SCHEDULE – B, hereunder written and hereinafter be referred to as the SCHEDULE - B in the said G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building constructed upon the said premises according to the sanctioned building plan and the PURCHASERS / VENDEES have intended to purchase the 'ONE RESIDENTIAL FLAT' and the PURCHASERS / VENDEES, being bonafied purchaser and prima facie satisfied with the title of the LANDOWNER / VENDOR / DEVELOPER/ CONFIRMING PARTY herein and after inspection of all the relevant documents relating to the SCHEDULE - A PROPERTY including the Sanctioned Plan herein have made a proposal to the LAND OWNER / VENDOR / DEVELOPER / CONFIRMING PARTY herein for purchasing the 'ONE RESIDENTIAL FLAT' and the CONFIRMING PARTY herein has accepted the said offer of the PURCHASERS / VENDEES herein and agreed to sell the 'ONE RESIDENTIAL FLAT' to the PURCHASERS / VENDEES herein on a reasonable consideration money of Rs.= 00 (Rupees) only and on the terms and conditions as settled in between themselves and the LANDOWNER / VENDOR / DEVELOPER / CONFIRMING PARTY has agreed to transfer the undivided proportionate share of land attributable thereto fully and particularly described in the SCHEDULE - B hereunder written, hereinafter referred to as the 'ONE RESIDENTIAL FLAT' more fully and particularly mentioned in the SCHEDULE - B and the parties herein have entered into an Agreement for Sale on day of 202..... for the terms and conditions as mentioned therein.

AND WHEREAS as the building is already constructed by the LANDOWNER / CONFIRMING PARTY herein, he has today delivered the respective possession to the PURCHASERS / VENDEES herein after receiving the full and final consideration money according to the Agreement for Sale.

J & S. DEVELOPER

Signature
Partner

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AND WHEREAS it has been agreed upon by and between the LANDOWNER / VENDOR / DEVELOPER and the PURCHASERS / VENDEES herein that the LANDOWNER / VENDOR shall sell the undivided proportionate share of land in respect of the said plot of the land in favour of the PURCHASERS and the LANDOWNER / DEVELOPER shall transfer the 'FLAT' more fully and particularly mentioned in the SCHEDULE-B hereunder written after receiving the full and final consideration money of Rs.= 00 (Rupees) only towards the cost of the 'ONE RESIDENTIAL FLAT' along with superstructure and along with undivided proportionate share of underneath land to be paid to the LANDOWNER / DEVELOPER in the Credit of himself as mentioned in memo of consideration hereunder written free from all encumbrances and the PURCHASERS / VENDEES shall purchase the 'ONE RESIDENTIAL FLAT' more fully and particularly mentioned in the SCHEDULE - B herein together with common parts thereof and the common amenities and the common conveniences relating to the same along with proportionate undivided share of land relating to the said building upon the said SCHEDULE - A mentioned property.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement for sale and in total consideration of a sum of Rs. = 00 (Rupees) only. Purchaser also paid total consideration money to the DEVELOPER herein, as per Memo of Consideration and of the various covenants by the PURCHASER/S and LAND OWNER / VENDOR herein both hereby grant, convey, sell, transfer, assign and assure to and unto and in favour of the PURCHASER/S herein ALL THAT a self contained complete residential flat in habitable condition on the Floor of the G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building constructed upon the said premises according to the building plan sanctioned fully and particularly mentioned in the SCHEDULE - B in the G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building constructed upon the said premises situated at and being Plot No. RS 260 corresponding to L.R. 444 & 445, Khatian No. R.S. 2/20, corresponding to L.R. 6989, 6990 & 6991, Ramkrishna Jote, P.O. New Rangia, P.S. - Matigara, Holding No. 493/N, Mouza – Tari, J. L. No. 68, in the District of Darjeeling, together with importable undivided proportionate share of underneath land attributable thereto in the premises

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Tanvir Ma
Partner



along with all easement rights and common facilities and amenities as particularly shown including sewerage, rain water pipe, well-functioning lift, landing, all ways, paths, passage and water courses TOGETHER WITH the benefits of all other rights, liberties, easements, appendages appurtenances and all the estate right, title, interest and property claim whatsoever TOGETHER WITH all amenities and facilities attached thereto or to be provided there with such as common rights in all common spaces, paths and passages, stair and landings attached thereto TO HAVE AND TO HOLD the 'SCHEDULE - B' hereby conveyed to the said PURCHASER/S of the FIRST PART absolutely forever in fee simple OR HOWSOEVER OTHERWISE the 'FLAT' now or heretofore is or was situated, butted bounded, called, known, numbered, described and distinguished as per SCHEDULE - B written hereunder TOGETHER WITH undivided proportionate share of interest of land or ground whereupon or on part whereof the same is erected and built TOGETHER WITH proportionate common share and right of enjoyment of erection, walls, yards, benefits and advantages of other rights, liberties, easements, privileges, appendages and appurtenances whatsoever relating to the 'FLAT' and said land and premises belonging to or with the or any part thereof or any time hereto for hold, used occupied, accepted, reputed, deemed taken or known as part or parcel of members thereof appurtenant thereto with their and every or is appurtenance AND ALSO WITH the full and fee right and liberty for the PURCHASER/S or their tenants, agents, servants, employee visitors to use in common with the other flat owners or respective area owners and each of their agents, servants employees visitors licensee or assign at all times hereafter by day or night for all purpose connected with the use and enjoyment of the said land and the premises to pass and ingress and outgases including access shall remain open and each of them and each of their servants agents, employees, invitees licensees shall be entitled to the unfettered use of the same, including right to egress and ingress in the common passages and stair ways AND TO LAY underground and/or overhead drains, or their installations under or over the said lands any part thereof belonging to or to be appurtenant thereto and all the estate right title interest claim and demand whatsoever of the said LANDOWNER / VENDOR into and upon the 'FLAT' and premises or any part or parcel thereof and which now are or hereafter shall or may it shall be made available to the PURCHASER/S or their respective legal heirs, executors, successors, administrators,

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Jaydev Sharma
Partner



representatives and assigns or any person or persons from whereof LANDOWNER / VENDOR can or may procure the same without action or suit in law or in equity of the OWNER / VENDOR into and upon the 'FLAT TOGETHER WITH proportionate impartibly undivided share of land therein before granted, conveyed or otherwise expressed or intended to be and every part thereof and the reversion or reversions, reminder or remainders and the rents, issues and profits thereof and in every part thereof TO HAVE AND TO HOLD the "FLAT" land and the said PURCHASER/S be absolutely forever free from all encumbrances and assignees' subject to the purchasers' covenants herein mentioned and the terms and conditions and stipulations contained in the SAID AGREEMENT made between the LANDOWNER / VENDOR herein in the manner before mentioned and the said LANDOWNER / VENDOR do hereby and each of his heirs, executors, successors, administrators, representatives and assigns covenant with the said PURCHASERS their respective legal heirs, executors, administrators, representatives and assigns and NOT WITH STANDING any act, deed, matter or thing by the said LANDOWNER / VENDOR done or executed or knowingly suffered to the contrary the said LANDOWNER / VENDOR are lawfully, rightfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said land and premises and every part thereof for a perfect and indefeasible estate or an equivalent thereto free from all encumbrances whatsoever the LANDOWNER / VENDOR now that in himself has good, right, full power and absolute authority to grant, transfer, and convey the said proportionate land and premises TOGETHER WITH the right to use of the "FLAT" by the PURCHASER/S, their respective legal heirs, executors, administrators, representatives and/or assigns shall and may at all time hereafter peaceable and quietly possess and enjoy the "FLAT" and proportionate land and premises and receive the rents, issues and profits, thereof and forever part thereof with the right to sell or any other transfer their share of land and also the 'FLAT' and other common rights and facilities without any lawful eviction interruption claim or demand whatsoever from or by the said LANDOWNER / VENDOR or any person lawfully and equitably claiming from an estate or interest in the 'SAID FLAT' and land and premises from under or in trust for the LAND OWNER / VENDOR or from under any of his predecessor-in-title and that free and clear and freely and clearly and absolutely acquitted exonerated, discharged, saved, harmless kept indemnified

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Jangartha
Partner

against all manners or charges mortgages lease, lispendents, attachments, liabilities encumbrances and whatsoever created made or suffered by the said LAND OWNER / VENDOR or any of his predecessors-in-title or any person lawfully and equitably claiming any estate or interest in the 'FLAT' and or any part thereof under or in trust for the VENDOR or any of his predecessor-in-title shall and will from time to time and in all times hereafter at the request and cost of the said PURCHASER/S or their respective legal heirs, executors, successors, administrators, representatives and/or assigns to do and deeds and things whatsoever for further betterment and more perfectly assuring and premises and every part thereof unto and to the use of the said PURCHASER/S their respective legal heirs, executors, administrators, representatives and assigns manner aforesaid shall or may or reasonably required and VENDOR do hereby for his executors, administrators, representatives and assigns shall remain bound at all times wherever and whatsoever to execute all or any of the deeds or writing in respect of the 'FLAT' only at the request and cost of the PURCHASER/S.

AND THE PURCHASER/S shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas without any claim or demand whatsoever from the VENDOR or any person claiming through or under him. AND FURTHER THAT the VENDOR, his/her heirs, executors, administrators or assigns, covenant with the PURCHASER/S his/her heirs, executors, administrators and assigns to save harmless indemnify and keep indemnified the PURCHASER, his heirs, predecessor, successors administrators or assigns from or against all encumbrances, charges and equities whatsoever.

THE VENDOR, HIS / HER HEIRS, ADMINISTRATORS OR ASSIGNS FURTHER COVENANT THAT HE OR THEY SHALL AT THE REQUEST AND COST OF the PURCHASER/S, his/her heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

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Jayendra
Partner

The purchaser shall enjoy from very execution of this deed as Rayat under Government of West Bengal, with absolute right title khas possession and interest with all such power being absolute owner including mutation in settlement record, number or numbers of any type of transfer, mortgage, use or uses etc. without my any further objection whatsoever, in any point of time.

Purchaser shall not store or carry on business of any inflammable or combustible or explosive substance in his shop room. The purchaser shall not store any fertilizer or any articles which may damage or deteriorate the condition of the building. Purchaser will also not store, in the room or carry on business of any goods won in contrived or prohibited by any law without proper license or permit therefore.

“ SCHEDULE – A ”

ALL THAT piece and parcel of a plot of land and property containing by an estimation of 32 Decimal appertaining to Plot No. RS 260 corresponding to L.R. 444 & 445, Khatian No. R.S. 2/20, corresponding to L.R. 6989, 6990 & 6991, P.S. Matigara, Mouza – Tari, J.L. No.- 68, Classification of the land “BASTU” within the limit of Ramkrishna Jote, P.O. New Rangia, Holding No. 493/N, P.S. Matigara, District Darjeeling, A.D.S.R. office Bagdogra, West Bengal, Name of the Apartment – “JS GREEN VALLEY APARTMENT” along with the G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building constructed upon the said premises according to the sanctioned building plan together with all easement rights attached thereto.

The property is butted and bounded by -

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Tanvir Ma
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ON THE NORTH BY : Land of Sashi Kanta Singha & two others and land of Sabanu Singha.

ON THE SOUTH BY : 12 ft wide common Road(That common passage will be used jointly by the landlord for the purpose of eastern side land and by intended flat owners).

ON THE EAST BY : Land of Sashi Kanta Singha & two others.

ON THE WEST BY : 23 ft. wide Metal Road.

“ SCHEDULE – B ”
(PURCHASER/S ALLOCATION)

Residential Unit

ALL THAT a self contained complete residential flat in habitable condition on the side of the Floor of the G+III i.e. Block – A / Block – B i.e. four Multi Stored Residential Building constructed upon the said premises according to the building plan sanctioned by Matigara Panchayat Samity authority on/...../2023 vide sanctioned Permit No., being Flat No., Floor, Carpet Area - Sq.ft. and Sq.ft. (approx) Super built-up area be the same and / or a little more or less in the Residential Unit out of G+IV Multi Stored Residential along with commercial Building i.e. “JS GREEN VALLEY APARTMENT” constructed upon the said premises situated at and being 32 Decimal appertaining to Plot No. RS 260 corresponding to L.R. 444 & 445, Khatian No. R.S. 2/20, corresponding to L.R. 6989, 6990 & 6991, P.S. Matigara, Mouza – Tari, J.L. No.- 68, Classification of the land “BASTU” within the limit of Ramkrishna

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Rangla, Holding No. 493/N, P.S. Matigara, District Darjeeling, A.D.S.R. office Bagdogra, West Bengal, together with undivided proportionate share of underneath land attributable thereto in the premises along with all easement rights and common facilities and amenities as particularly shown below :-

1.	Name of the Purchaser :-	
2.	Flat Situated :-	
3.	Flat No :-	
4.	Area of the Flat	
	a. Covered Area :-	
	b. Super built Area :-	
5.	Cost of the Flat :-	Rs. /= only
6.	Boundary of the Flat :-	North - South - East - West -

" SCHEDULE - C "

(COMMON AREAS)

- I. The Front Space, Back Space and Side Space in the Ground Floor will be used by the PURCHASERS commonly with the other co-owners of the building.

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- II. Installations of common services such as water, sewerage, ultimate roof, electricity etc.
- III. Sub-marshall, all water pipe lines and all apparatus and installations the said Building for common use.
- IV. Electric wiring and fittings and fixtures for lighting the stair-case, lobby and landing and other common areas in the Building and the said land.
- V. Elevator common to the Building
- VI. Water and soil evacuation pipes from the units to drains common to the Building.

" SCHEDULE – D "
(COMMON EXPENSES)

Cost, expenses and out goings and obligations for which all Purchaser/s and Owners are to contribute proportionately.

- I. The expenses of maintaining, repairing, maintaining roof and re-decorating and renewing the Main Structures and the drainage system, sewerage, rain water, discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the THIRD SCHEDULE hereto.
- II. The expenses of repairing , maintaining , white – washing and colour washing the Main Structures of the Building including the exterior of the Building and also the common areas of the Building described in the THIRD SCHEDULE above written.
- III. The cost of cleaning and lighting the entrance of the Building the passage and space around the Building corridors, stair-case and other common areas.
- IV. The cost of the electric energy for the purpose of the smooth running elevator.
- V. The cost of the proper elevator maintenance and licence renewal.
- VI. Cost of decorating the exterior of the Premises.
- VII. Building Taxes and other Taxes whatsoever as may found payable on account of the said Building. All expenses of common service and in common with common areas and facilities.

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Partner

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VIII. Such expenses as are necessary for or incidental to the maintenance and up – keeping of the premises and of the common areas facilities and amenities.

IX. The cost of the security guard & sweeper.

X. Purchaser should behave well with others co-sharers of the “*JS GREEN VALLEY APARTMENT*” and obey the rules of the managing committee of the apartment.

XI. Purchaser is also bound to clear maintenance cost of the managing committee at right time.

IN WITNESS WHEREOF the parties herein put their respective hands and seals on the day month and year first above written.

This Deed contains one Stamp of Rs. 5000/- and 22 bond papers on two witnesses thereon with photo of vendors and purchasers in a bond paper which bears finger prints of both parties submitted herewith.

The all contentions of this sale deed read over and being satisfied and put our Signature in below.

WITNESS :-

1)

Drafted By –

Subrata Basak
Advocate
Bimagar, Raiganj, U/D.
En. No. WB-909/2001

J & S. DEVELOPER

Jangir Jha
Partner

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