

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE
DAY OF _____**

One Residential Flat measures _____ including super built - up area, _____ **Carpet Area**, _____ **Covered area** at _____, being Flat No. _____ and one car parking Space measuring _____ Sq. ft. at Ground floor being No. _____ of a Parking Plus THREE Storied Residential Building named “**BERLIA RESIDENCY**” with an impartible right on the land on which the same stands.

Plot No.	(RS) 75 & 78/611, (LR) 163
Khatian No.	(R.S.) 395, (L.R.) 690
Mouza	DABGRAM
Pargana	Baikunthapur
J.L. No.	02
Holding No	2401
SMC Ward No.	XXXIII (33)
Post Office	Siliguri
Police Station	NEW JALPAIGURI
District	JALPAIGURI
Consideration	

B E T W E E N

1. SMT XXXXXXXXXXXXXXXXXXXX(PAN: XXXXXXXXXXXXX , AADHAR NO. XXXXXXXXXXXXXXXX)

2.SRI XXXXXXXXXXXXXXXXXXXX(PAN: XXXXXXXXXXXXX , AADHAR NO. XXXXXXXXXXXXXXXX)

Both are Hindu by Religion, Business by Occupation, Indian by Citizenship, residents of _____

_____ in the State of West Bengal hereinafter called the “**PURCHASERS**” (Which expression shall mean and include unless excluded by or repugnant

to the context his/her/their heirs, successors, legal representatives, executors, administrators, and assigns) of the **FIRST PART**.

AND

WHEREAS the Owner/First party is the absolute owner of all that PIECE OR PARCEL of homestead land measuring 10 Kathas or 0.165 Acres of Land, recorded under plot no 75(P), 78/611 (RS), 163 (LR), and Khatian No. 395 (RS), 701 (LR), of Mouza - Dabgram, J.L. No. 2, S.M.C. Ward No - XXXIII (33) , Holding No - 2104 , P.S. - New Jalpaiguri, District - Jalpaiguri and the said land is more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as " the said premises".

A N D

WHEREAS **(1) SMT. SAGARIKA ROY**, W/o Sri Arupananda Roy, **(2) SMT. SAMAPIKA GHOSH**, W/o Dr Aniruddha Ghosh and **(3) SMT. SANCHALIKA SARKAR**, W/o Sri Niranjan Sarkar jointly owners of a piece or parcel of vacant land measuring 10 KATHAS or 0.165 ACRES recorded in R.S. plot no 75(P), 78/611, R.S. Khatian No. 395 situated within R.S. Sheet No.14 of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. - New Jalpaiguri, Dist. Jalpaiguri, have sold their land to M/S BERLIA DEVELOPERS, having its office at Sri Ram Colony, Sevoke Road, Siliguri, P.O.- Siliguri, P.S.- Siliguri, District-Darjeeling; vide 3 (Three) registered deed of sale being no. **I-44, I-45, I-48 dated 10/01/2025**, registered before sub-Registrar, Jalpaiguri and thereby acquired permanent, heritable and transferable right, title and interest herein free from all encumbrances.

WHEREAS **(1) SMT. SAGARIKA ROY**, W/o Sri Arupananda Roy, **(2) SMT. SAMAPIKA GHOSH**, W/o Dr Aniruddha Ghosh and **(3) SMT. SANCHALIKA SARKAR**, W/o Sri Niranjan Sarkar jointly became owners of a piece or parcel of vacant land measuring 10 KATHAS or 0.165 ACRES :- wherein land measuring 6 Kathas 14 Chhataks comprised in part of R.S. Plot No. 75 land measuring 3 Kathas 2 Chhataks comprised in part of R.S. Plot No. 78/611 IN TOTAL 2 PLOTS LAND MEASURING 10 KATHAS or 0.165 ACRES recorded in R.S. Khatian No. 395 situated within R.S. Sheet No.14 of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri as morefully described in the Schedule-A below

which they acquired from SRI BISWAJIT NANDI, S/o Late Charu Gopal Nandi vide a registered Deed of Transfer (Rectification) Being No. I- 4392, Dated. 30/10/2024 registered before the office of District Sub-Registrar Jalpaiguri, Dist. Jalpaiguri, entered in the said Office record being Book No. I, Volume No.0702-2024 from pages 79201 to 79215 for the year 2024.

AND

WHEREAS previous to the execution of the aforesaid deed in favor of the aforesaid 3 owners, the aforesaid land was initially sold by one Jiban Kumar Sarkar to one Smt. Sukhada Bala Ghosh vide Sale Deed being No. I- 5846 dated. 08/07/1966, registered before the Office of District Sub-Registrar, Jalpaiguri however at the time of drafting of the said deed, aforesaid 10 Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek Khatian No. 648, R.S. Khatian No. 395, but it was not specifically shown that out of which plot, said 10 Kathas land was actually sold in fact, the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395 situated within R.S. Sheet No.14, Mouza- DABGRAM, Dist. Jalpaiguri.

Thereafter same mistake was continued in the drafting of further transfers vide Sale Deeds being No. I-308 & I- 369, both dated. 17/01/1973, registered before the Office of District Sub-Registrar, Jalpaiguri, wherein Smt. Sukhada Bala Ghosh sold the entire 10 Kathas of land to one Smt. Latika Bose W/o Guru Prasad Bose.

Thereafter Smt. Latika Bose W/o Late Guru Prasad Bose died intestate leaving behind her, 2 daughters Smt. Putul Mitra, W/o Nimai Chandra Mitra and Smt. Kalpana Mitra W/o Late Monoranjan Mitra, each acquired 50% share in the land of their deceased mother Smt. Latika Bose, each inherited 5 Kathas of land.

Thereafter Smt. Putul Mitra, for value consideration, sold her 5 Kathas of land dated. to her sister Smt. Kalpana Mitra vide Sale deed being No. I- 2242, 14/05/1993, registered before the Office of 2nd Sadar Joint Sub-Registrar of Jalpaiguri at Rajganj, however same mistake was continued in the drafting of this Sale Deed also, wherein aforesaid 5 Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek Khatian No. 648, R.S. Khatian No. 395, but it was not specifically shown that out of which plot, said 5 Kathas

land was actually sold but Infact the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395, R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri.

Thereafter Smt. Kalpana Mitra died intestate leaving behind her, 3 daughters namely (1) SMT. SAGARIKA ROY, (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR, as her only legal heirs who have acquired 10 Kathas of land, as per physical possession in R.S. Plot No. 75 & 78/611 of R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri but infact in in the schedule 10 the purchase deeds of their mother Smt. Kalpana Mitra Kathas of land was shown to be sold out of R.S. Plot No. 78 & others of Savek 171. No 205 but it was not specifically shown that out of which plot, said 5 Kathas land was actually sold but Infact the physical possession of the same was given in R.S. Plot No. 75 & 78/611 of R.S. Khatian No. 395, R.S. Sheet No.14 of Mouza- Dabgram, Dist. Jalpaiguri.

WHEREAS the aforesaid 3 owners (1) SMT. SAGARIKA ROY (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR, in order to avoid any future litigation enquired the matter and found that one DEBIDAS NANDI, S/o Late Binod Bihari Nandi was the recorded owner of R.S. Khatian No. 395, total land measuring 0.23 Acres comprised of R.S. Plot No. 75 & 78/611 of R.S. Sheet No. 14 of Mouza- Dabgram, Dist. Jalpaiguri, which was inherited by his only son Charu Gopal Nandi, who was at present succeeded by his only son BISWAJIT NANDI, S/o Late Charu Gopal Nandi, having actual title over R.S. Plot No. 75 & 78/611 as per the Law of Succession as legal inheritance from his grandfather Late DEBIDAS NANDI.

WHEREAS upon the request and also considering the fact that actually 10 Kathas of land was sold and physical possession of the same was transferred out of R.S. Plot No. 75 & 78/611 of R.S. Sheet No.14 of R.S. Khatian No. 395 to the predecessor of interest since the first transfer of the said plots (as detailed above), said BISWAJIT NANDI, S/o Late Charu Gopal Nandi finally agreed and executed a duly registered Deed of Transfer (Rectification) Being No. I-4392, Dated. 30/10/2024 registered before the office of District Sub-Registrar Jalpaiguri in favour of the aforesaid 3 owners (1) SMT. SAGARIKA ROY (2) SMT. SAMAPIKA GHOSH and (3) SMT. SANCHALIKA SARKAR and accordingly made the said 3 owners the absolute owners of the aforesaid 10 Kathas or 0.165 Acres of land having all permanent, heritable right, title and

interest therein free from all encumbrances as morefully described in the Schedule-"A" below, each having 1/3rd (33%) undivided share therein.

AND accordingly in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SAGARIKA ROY in L.R Plot No. 163 recorded in L.R Khatian No. 690, situated within L.R. Sheet No. 152** of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at Sub-Registrar

AND accordingly in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SAMAPIKA GHOSH in L.R Plot No. 163 recorded in L.R Khatian No. 691, situated within L.R. Sheet No. 152** of Mouza- DABGRAM, J.L. No-02, Pargana- Baikunthapur, within Siliguri Municipal Corporation Ward No. 33 at South Deshbandhu Para, P.S. -New Jalpaiguri, Dist. Jalpaiguri.

AND accordingly in L.R. an area measuring 0.0550 Acres (1/3rd undivided share of 0.165 Acres of land) has further been recorded/mutated in the name of **SMT. SANCHALIKA SARKAR in L.R Plot No. 163 recorded in L.R Khatian No. 692, situated within L.R. Sheet No. 152** of Mouza- DABGRAM, J.L. No-02 Pargana- Baikunthapur, within Siliguri Municipal Corporation P.S. -New Jalpaiguri, Dist. Ward No. 33 at South Deshbandhu Para Jalpaiguri.

A N D

WHEREAS the owners have purchased all the above-mentioned land became absolute owner of land total measuring 10 KATHAS or 0.165 acres.

A N D

Whereas the owners have also done land record in their name under LR Khatian No. 701 and LR Plot No. 163 situated Mouza Dabgram, District Jalpaiguri along with municipal holding number mutation for holding no 2104 in their name.

A N D

WHEREAS for the purpose of an integrated development of the said premises, the Owners/First Party has decided to develop the said plot of land

measuring 10 KATHAS AND accordingly got a plan for a PARKING PLUS THREE STORIED BUILDING vide **Building Permit Number: SWS-OBPAS/0104/2025/1502**, dated 10.01.2026 duly passed/sanctioned by the Siliguri Municipal Corporation.

AND WHEREAS at present the said multistoried building is under construction and the developer formulated a scheme to enable a person or party intending to have own unit or premises in the said building along with the undivided proportionate share or interest in the land on which the said building is to stand.

AND WHEREAS the Developer has agreed to sell and the intending purchaser/s have agreed to purchase one Flat measuring _____ Sq. ft., a including super built - up area / _____ Sq. ft. **Carpet Area/** _____ **Cover area** at the _____ **FLOOR** being named as **Flat No** _____, along with one open car parking space (_____ Sq. FT), in the said building along with undivided proportionate interest appurtenant to the said flat in the common areas and facilities of the building and in the said piece of land particularly described in the Schedule " A " hereunder written herein after referred to as the said premises and described fully in the Schedule " B " below, at a total consideration of **Rs. -----**
----- only free from all charges, liens, lispences, attachments, mortgages or any other liabilities whatsoever.

AND WHEREAS the **PURCHASERS** being in need of a ownership flat space in the locality where the aforesaid building is situated and considering the price so offered by the Developer as fair and reasonable has agreed to purchase from the Developer the said flat space, more particularly described in the **Schedule - "B"** given herein under, free from all encumbrances, charges liens lispences, attachments, mortgages and all or any other liabilities whatsoever with sole absolute, exclusive, transferable and irrevocable right, title and interest for the said flat space with other common shares for a valuable consideration of _____ only.

AND WHEREAS the **Developer** agreed to execute the deed of conveyance of the said flat & parking space in favour of the Purchasers for effectually conveying the right, title and interest in the said flat space and for the sole and only use of the said premise for residential purpose for a consideration of _____ only, on conditions mentioned herein under.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1] _____ That in consideration of a sum _____ only paid by the Purchasers to the Developer the receipt of which the Developer does hereby acknowledge and grants full discharge to the Purchasers from the payment thereof and the Developer do hereby convey and transfer absolutely the said Flat at Third floor, fully described in the **Schedule - "B"** appended herein under, to the Purchasers who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2] That the Purchasers have examined and inspected the work of the Building and have satisfied themselves about the standard of construction thereof including that of the said flat space purchased by the Purchasers and shall have no claim whatsoever upon the Vendors /Developer as to construction, plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building, installation, erection and construction of the building.

3] That the Purchasers shall have all rights, title and interest in the property sold and conveyed to them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors/Developer with respect to the **Schedule - "B"** property shall henceforth vest in the Purchasers to whom the said property have been conveyed absolutely.

4] That the Vendors/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the said below **Schedule - "B"** 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 hereinabove and hereinafter are all true and in the event of any contrary, the Vendors/Developer shall be liable to make good the loss or injury which the Purchasers may suffer or sustain in resulting there from.

5] That the Vendors/Developer further covenant with the Purchasers that if for any defect of title or for any act done or suffered to be done by the Vendors, the Purchasers are deprived of ownership or of possession of the said property described in the **Schedule-B** below or any part thereof in future, then the Vendors shall forthwith return to the Purchasers the full or proportionate part or 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 Vendors shall further pay adequate compensation to the Purchasers for any other loss or injury which the Purchasers may suffer or sustain in consequence thereof.

6] That the Vendors/Developer does hereby covenant with the Purchasers that the tenancy rights under which the **Schedule-"A"** property is held by the Vendors/Developer under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer proposes to transfer subsists and the Vendors have full right and authority to transfer the flat space as fully described in the **SCHEDULE - "B"** given below to the Purchasers in the manner as aforesaid and the Purchasers shall hereinafter peacefully and quietly possess and enjoy the aforesaid property without any obstruction and/or hindrance whatsoever.

7] That the Purchasers shall not do any act, deed or thing whereby the development/construction of the said building/flat Space is in any way hindered or impeded with nor shall prevent the Vendors/developer from selling, transferring, assigning or disposing of unsold portion or rights title and interest therein or appurtenant thereto.

8] That the Purchasers will obtain/transfer in his/their own independent electric connection from the W.B.S.E.D.C.L., Siliguri for their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchasers, the Vendors/Developer shall have no responsibility or any liability in this respect.

9] That the Developer 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 Purchasers to the property hereby conveyed at the cost of the Purchasers.

10] That the Purchasers 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.

11] That the Purchasers 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'/owners of the said building.

12] That the Vendors/Developer will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **Schedule-"B"** property.

13] That the Developer 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 Developer proportionately with all the Purchasers unless separately levied upon and charged for.

14] That the Purchasers shall not encroach upon any portion of the land or building carved out by the Vendors/developer for the purpose of road, landings, stairs or other community purpose/s and in the event of any encroachment, the Vendors/developer 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 Purchasers 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.

15] That the Purchasers further covenant with the Developer not to injure, harm or cause damage to any part of the building 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 Purchasers shall be fully responsible for it, the Vendors shall not be held responsible in any manner whatsoever.

16] That the upkeep and maintenance of the **COMMON PORTION & AREAS** as well as the **COMMON PROVISIONS & UTILITIES** shall be looked after by the Vendors till accommodation for all Flats, Office & parking in the **BUILDING** are sold and thereafter the **OWNERS** or **OCCUPANTS** of different premises of the building shall form and constitute an Apartment owners' Association by framing a proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartment and as soon as the **OWNERS** or **OCCUPANTS** form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors in respect of the maintenance and upkeep of the **COMMON PORTIONS & AREAS** and the **COMMON PROVISIONS &**

UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the **BUILDING** shall vest into and devolve upon such Apartments owner's Association.

17] That the Purchasers are purchasing the said flat space and apart from having the exclusive right to the said residential space, the Purchasers shall not claim any right, interest, ownership on any other part of the building and also common portions and provisions of the Building.

18] That it is hereby specifically declared that use of personal generator (heavy and/or causing vibration) 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 save the battery operated inverter.

19] That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchasers and the Vendors/Developers 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 THE LAND)

All that PIECE OR PARCEL of land measuring 10 Kathas, under plot no 75(P), 78/611 (RS), 163 (LR), and Khatian No. 395 (RS), 701 (LR), of Mouza - Dabgram, J.L. No. 2, Dist. Jalpaiguri, located at South Deshbandhupara, Ward No. 33 of Siliguri Municipal Corporation.

The above mentioned land is butted and bounded as follows:

North	:	Land of Darjeeling District Area.
South	:	Land of Sen Babu.
East	:	21 Ft wide SMC Road
West	:	Land of Darjeeling District Area

SCHEDULE "B"
(DESCRIPTION OF THE FLAT & PARKING TO BE SOLD)

ALL THAT one Residential Flat measuring _____ Sq. ft., a including super built - up area _____ **Carpet Area** _____ **Cover area** at the _____ **FLOOR** being named as **Flat No** _____ along with one open car parking space _____ Sq. Ft, being No. " _____ " of the Parking Plus Four Storied Residential Building named " **BERLIA RESIDENCY**" including proportionate staircase area along with undivided proportionate interest appurtenant to the said flat in the common areas and facilities of the building, along with proportionate undivided share or interest in the land (mentioned in Schedule "A" above) on which the said building is being constructed, inclusive of the right of undivided proportionate interest in the common areas and facilities of the said building.

The said Flat shall consist of ____ Bedrooms, 1 Drawing cum Dining Space, 1 Kitchen room, ____ Toilet/ Bathroom (attach & common) and 1 Balcony.

SCHEDULE " C "
(COMMON AREAS & FACILITIES OF THE - BUILDING)

1. Road and Pathways to be used as entrance to and exit from the building to the S.M.C. Road.
2. Staircases and Landings on all floors;
3. Lift Facility from Ground floor to Top Floor of the building.
4. Well / Boring, Water taps;
5. Drainage including rain water outlet;
6. Septic Tank and Soak Pit;
7. Boundary Wall and Main Gate ;
8. Top Roof of the Building ;
9. Common Latrine /Bathroom in the Ground Floor;
10. Common Lighting System for the Building;
11. Generally all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

INWITNESS WHEREOF THE VENDORS & DEVELOPER have signed this Deed of Conveyance in their good state of health and sound, conscious mind on the day, month and the year above.

WITNESSES:

SIGNATURE OF VENDORS

Drafted, read over, explained
by me and typed in my office

Advocate, Siliguri.

MEMO OF CONSIDERATION

Received with thanks from **PURCHASERS** a sum of **Rs.** _____
_____ only, as full & final payment for sale of
one Flat & Parking Space premise as mentioned in Schedule- B).

VENDOR