

DEED OF CONVEYANCE (SALE) - SAMPLE

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**THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE ____
DAY OF _____, TWO THOUSAND AND _____
(20____).**

BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD	
BUILDING COMPLEX NAMED	ARUNA ENCLAVE
RESIDENTIAL FLAT NO. (..... SIDE)
FLAT MEASURING RERA CARPET AREA BUILT-UP AREA SUPER BUILT-UP AREA	SQUARE FEET SQUARE FEET SQUARE FEET
FLAT SITUATED IN FLOOR	FLOOR
TOTAL CONSIDERATION	Rs.

DETAILS OF THE PROJECT LAND	
LAND AREA ON WHICH THE BUILDING STANDS	13 DECIMAL OR 8 KATHA more or less
MOUZA	DABGRAM
PLOT NO.	135 (R.S.), 15 (L.R)
KHATIAN NO.	815 (R.S.), 752, 753, 754, 755 and 756 (L.R.)
SHEET NO.	15 (R.S.), 164 (L.R.)
JL. NO.	2
PARGANA	BAIKUNTHAPUR
POLICE STATION	BHAKTINAGAR
WARD NO.	33 OF SILIGURI MUNICIPAL CORPORATION
DISTRICT	JALPAIGURI (WEST BENGAL)

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::BETWEEN::

SRI/SMT./MISS _____ of _____,
having I.Tax **PAN No.** _____, Hindu by Religion, Indian by
Nationality, Business by Occupation, Residing at
_____, P.O. _____, P.S. _____ Pin
Code-_____, District _____, West Bengal -
HEREINAFTER referred to and called the **“PURCHASER / FIRST
PARTY”** (which expression shall unless excluded by or repugnant to the
context be deemed to include his/her/their heirs, executors, successors,
representatives, administrators and assigns) of the **“FIRST PART”**.

AND

- 1) **SRI JAGANNATH DEY**, son of Late Jitendra Nath Dey alias Jitendra Dey and Late Aruna Bala Dey alias Aruna Dey, having I.Tax **PAN No. AMBPD0700H**,
- 2) **SRI JAYANTA DE (DEY)**, son of Late Jitendra Nath De (Dey) alias Jitendra Dey and Late Aruna Bala Dey alias Aruna Dey, having I.Tax **PAN No. APFPD3746J**,
- 3) **SMT. MANJU KAR**, wife of Sri Samir Kar and daughter of Late Jitendra Nath Dey alias Jitendra Dey and Late Aruna Bala Dey alias Aruna Dey, having I.Tax **PAN No. ICQPK2736F**,
- 4) **SMT. SIKHA ROY BARDHAN ALIAS SHIKHA ROY BARDHAN**, wife of Late Subhas Roy Bardhan and daughter of Late Jitendra Nath Dey alias Jitendra Dey and Late Aruna Bala Dey alias Aruna Dey, having I.Tax **PAN No. ARWPB1711A** and
- 5) **SMT. SARMISTHA LAHA DEY SARKAR**, wife of Sri Nripendranath Laha and daughter of Late Samar Dey Sarkar and Late Anjali Dey Sarkar and grand daughter of Late Jitendra Nath Dey alias Jitendra Dey and Late Aruna Bala Dey alias Aruna Dey, having I.Tax **PAN No. BZFPS1978C**,

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All are Hindu by Religion, Indian by Nationality, No. 1 and 2 are Service by Occupation, No. 3, 4 and 5 are Housewife by Occupation, No. 1 is Resident of Fani Bhushan School Road, Milan Pally, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin Code-734005, District Darjeeling, West Bengal, No. 2 and 3 are Resident of Ashok Nagar, P.O. Siliguri Bazar, P.S. New Jalpaiguri, Pin Code-734007, District Jalpaiguri, West Bengal, No. 4 is Resident of House No-110/3, Raja Ram Mohan Roy Road, Near Khashikata More, East Vivekananda Pally, P.O. Rabindra Sarani, P.S. Bhaktinagar, Pin Code-734006, District Jalpaiguri, West Bengal and No. 5 is Resident of Ward No. 33, South Deshbandhupara, P.O. Siliguri Bazar, P.S. New Jalpaiguri, Pin Code-734007, District Jalpaiguri, West Bengal - **HEREINAFTER JOINTLY and COLLECTIVELY** referred to and called as the **“VENDORS / SECOND PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the **“SECOND PART”**.

AND

S. R. REAL ESTATE, a Proprietorship Concern, having I.Tax PAN :- **AGSPA6989N**, having its Office at Radhika Bhawan, Hill Cart Road, Sevoke More, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal, Represented by its **PROPRIETOR – SRI SANJIV KUMAR AGARWAL**, son of Late Manik Chand Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal - **HEREINAFTER** referred to and called as the **“DEVELOPER / CONFIRMING PARTY / THIRD PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context its heirs, executors, administrators, legal representatives and assigns) of the **“THIRD PART”**.

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THAT all the abovenamed **VENDORS** herein are lawfully Represented by their legally **Constituted ATTORNEY - S. R. REAL ESTATE**, Represented by its **PROPRIETOR – SRI SANJIV KUMAR AGARWAL**, (**the DEVELOPER** herein) appointed and constituted vide a **registered GENERAL POWER OF ATTORNEY** dated **28.05.2024**, being Document No. I-3512 for the year 2024 and the same was registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

WHEREAS one Aruna Bala Dey Alias Aruna Dey, wife of Late Jitendra Nath Dey alias Jitendra Dey, was the sole and absolute owner of all that piece or parcel of land measuring 13 Decimal or 8 Katha more or less by virtue of purchase from Sri Rakhhal Chandra Nag, son of Sri Kali Mohan Nag, vide a registered Deed of Conveyance (Sale) dated 24.04.1974, being Document No. I-3900 for the year 1974, registered in the Office of the Sadar Joint Sub Registrar Jalpaiguri.

AND WHEREAS the abovenamed Aruna Bala Dey alias Aruna Dey thereafter constructed a Tin Shed Residential Structure measuring 990 Sq.Ft. on the aforesaid land and ever since she was in exclusive and peaceful possession of the aforesaid land measuring 13 Decimal or 8 Katha more or less together with structure standing thereon without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the name of the abovenamed Aruna Bala Dey alias Aruna Dey in respect of her aforesaid land were duly mutated and recorded in the records of the concerned B.L.& L.R.O. Rajganj in the Record of Rights (R.O.R.) and a L.R. Khatian No. 693 was framed in her name under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS the abovenamed Aruna Bala Dey alias Aruna Dey thereafter died intestate leaving behind the following legal heirs namely;

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- (1) Sri Jagannath Dey - Son;
(2) Sri Jayanta De (Dey) - Son;
(3) Smt. Manju Kar - Daughter;
(4) Smt. Sikha Roy Bardhan alias Shikha Roy Bardhan - Daughter and;
(5) Anjali Dey Sarkar - Daughter (now deceased) and they all jointly inherited the aforesaid property of their land measuring 13 Decimal or 8 Katha more or less together with structure standing thereon, each of them having 1/5th undivided share, as per the Hindu Succession Act, 1956.

AND WHEREAS the abovenamed Anjali Dey Sarkar, wife of Late Samar Dey, thereafter also died intestate leaving behind her daughter namely Smt. Sarmistha Laha Dey Sarkar to inherit her aforesaid 1/5th undivided share in the aforesaid property being land measuring 13 Decimal or 8 Katha more or less together with structure standing thereon which was demolished.

AND WHEREAS the abovenamed (1) **Sri Jagannath Dey**, (2) **Sri Jayanta De (Dey)**, (3) **Smt. Manju Kar**, (4) **Smt. Sikha Roy Bardhan alias Shikha Roy Bardhan** and (5) **Smt. Sarmistha Laha Dey Sarkar** (the **Vendors** herein) became the co-owners (each having 1/5th undivided share) of the abovenamed land measuring 13 Decimal or 8 Katha more or less free from all charges and encumbrances whatsoever and the said land is more particularly described in the **SCHEDULE-“A”** given hereinunder.

AND WHEREAS the names of the abovenamed Vendors in respect of their aforesaid land was duly mutated/recorded in the records of the B.L.&L.R.O. Rajganj in R.O.R. and separate **L.R. Khatian Nos. 752, 753, 754, 755** and **756** were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS the Vendors being desirous of constructing a multistoried building complex on their aforesaid land measuring 13 Decimal or 8 Katha more or less, more particularly described in the Schedule “A” given hereinunder, but were/are not in a position to put their contemplation and scheme into action due to paucity of fund and experience and as such have

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approached the bonafide Developer or the Third Party herein to construct/promote/develop such multistoried building complex on his said land in consideration of allocations/shares in the said multistoried building complex to be constructed thereon to which the Third Party have agreed and as such they have entered into a registered Development Agreement dated 28.05.2024, being Document No. I-3498 for the year 2024, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, upon terms and conditions as are mentioned therein.

AND WHEREAS the Developer thereafter constructed the desired Ground (Parking) + 3 Storied Residential Building upon the said land of the Vendors vide Building Permit No. SWS-OBPAS/0104/2025/0784 dated 01.08.2025 duly approved and sanctioned by the Siliguri Municipal Corporation.

AND WHEREAS to distinguish the proposed Multistoried Building Complex and with a view to assign a unique identity to the said building complex, the Vendors/Developer have decided to name the said Multistoried Building as “**ARUNA ENCLAVE**” is stated that the name of the said Building will always remain unchanged. Comprising of several unit/flats/parkings/constructed spaces along with common facilities and amenities.

AND WHEREAS the Vendors/Developer have registered the said Project with the West Bengal Real Estate Regulatory Authority (WBREERA) being Project Registration No. WBREERA_____ dated _____.

AND WHEREAS the Developer in the process of construction of the said building divided it into several independent units/premises/spaces along with the common facilities.

AND WHEREAS the Vendors/Developer have formulated a scheme to enable a person/party intending to have own unit/premises/spaces in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the

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unit/premises/spaces proportionate to the total constructed area on the said land.

AND WHEREAS the Vendors/Developer have now firmly and finally decided to sale and transfer, out of Developer's Allocation, all that one Apartment Unit, being a RESIDENTIAL FLAT morefully and particularly described in the **SCHEDULE-"B"** given hereunder on ownership basis free from all encumbrances and charges whatsoever for valuable consideration of Rs. _____/- (Rupees _____ Only). The detail of the Residential Flat is give herein below:-

RESIDENTIAL FLAT NO. (..... SIDE)
FLAT MEASURING	
RERA CARPET AREA	SQUARE FEET
BUILT-UP AREA	SQUARE FEET
SUPER BUILT-UP AREA	SQUARE FEET
SITUATED IN FLOOR	FLOOR

AND WHEREAS the Purchaser/s being in need of the Schedule-"B" property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendors to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc., as well as the construction of the said building till date and RERA Carpet Area, Built Up Area and Superbuilt Up Area of the Schedule-"B" property and considering the price so offered by the Vendors/Developer as fair, reasonable and highest have agreed to purchase from the Vendors/Developer, the Schedule-"B" property with undivided common share or interest in the stairs, open space and other common areas and services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-

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“B” property for a valuable consideration of Rs. _____/- (Rupees
_____ Only).

AND WHEREAS, the Purchaser/s finding the offer of the Vendors/Developer fair and reasonable, has/have agreed after full satisfaction to purchase the said Schedule-“B” property, given herein below for the valuable consideration amount mentioned hereinbefore and hereinafter.

AND WHEREAS the Vendors/Developer finally agreed to execute the Deed of Conveyance (Sale) of the Schedule-“B” property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-“B” property for a consideration of Rs. _____/- (Rupees
_____ Only) and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- 1. THAT** in consideration of a sum of Rs. _____/- (**Rupees**
_____ **Only**) paid by the Purchaser/s to the Developer by Cheques/RTGS/D.D., the RECEIPT of which the Vendors/Developer does hereby acknowledge and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer does hereby CONVEY and TRANSFER ABSOLUTELY the Schedule-“B” property 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 proportionate rents, etc., to the Government of West Bengal.
- 2. THAT** the Purchaser/s has/have examined and inspected the Documents of Title of the Vendor, Development Agreement, General Power of Attorney, Site Plan, Building Plan, Foundation Plan, Typical Floor Plan, as well as the common portions and areas and the common provisions and utilities and have also seen and inspected the construction work of the building as on the date of execution of these presents and have satisfied himself/herself/

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themselves about the standard of construction thereof including that of the said Schedule-“B” property purchased by the Purchaser/s 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 and/or development, installation, erection and construction of the common provisions and utilities.

3. **THAT** the Vendors/Developer does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-“A” property is held by the Vendors 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/Developer have full right and authority to transfer the Schedule-“B” property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule-“B” property without any obstruction or hindrance whatsoever.
4. **THAT** the Vendors/Developer declares that the interest which the Vendors/Developer 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 charges and 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 Purchaser/s may suffer or sustain in resulting therefrom.
5. **THAT** the Vendors/Developer will pay upto date land revenue and/or any other taxes/charges/dues if any prior to the date of transfer of the Schedule-“B” property.

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6. **THAT** the Vendors/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 Vendors/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.
7. **THAT** the Vendors/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 Purchaser/s to the Schedule-“B” property hereby conveyed at the cost of the Purchaser/s.
8. **THAT** the Purchaser/s have satisfied himself/herself/themselves about the title of the Vendors/Developer in respect to the Schedule-“B” property.
9. **THAT** the Purchaser/s shall have all rights, title and interest in the Schedule-“B” property sold and conveyed to him/her/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 Purchaser/s to whom the said property has been conveyed absolutely.
10. **THAT** the Purchaser/s hereby covenant with the Vendors/Developer not to dismantle the Schedule-“B” Flat hereby sold and conveyed in favour of the Purchaser/s and the same shall be hold by the Purchaser/s as one independent unit exclusively for residential purpose.
11. **THAT** the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building 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.

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- 12. THAT** the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.Ltd. Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors/Developer shall have no responsibility or any liability in this respect.
- 13. THAT** the Purchaser/s shall have the right to get his/her/their name/s mutated with respect to the said Schedule-“B” property both at the concerned Office of the B.L.&L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
- 14. THAT** the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-“B” property or let-out, lease-out the Schedule-“B” property to whomsoever.
- 15. THAT** the Purchaser/s shall have proportionate right, title and interest in the land along with other occupiers of the building. It is hereby declared that the interest in the land is impartible.
- 16. THAT** the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers of the said building.
- 17. THAT** the upkeep and maintenance of the common portions and areas as well as the common provisions and utilities shall be looked after by the Vendors/Developer and thereafter the Owners/Occupiers of different residential flats/units 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 and the Vendors/Developer shall have no responsibility or any liability in this respect.

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- 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, chowkidar, etc. as will be determined by the Vendors/Developer from time to time till the time an executive body or any authority of the building is formed to take care of the common maintenance of the building complex.
- 19. THAT** the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and is irrespective of his/her/their use and requirements.
- 20. THAT** in case the Purchaser/s make default in payment of the proportionate share towards the common expenses described in the Schedule-“C” given hereinunder within time allowed by the Vendors/Developer or the Apartment Owners’ Association, then the Purchaser/s shall be liable to pay interest at the rate of one percent 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 Vendors/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payments of the outstanding dues, however the discretion of the Vendors/Developer/ Association/Authority acting at such relevant time, shall be final and binding.
- 21. THAT** the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs, passage or other community purposes if any and in the event of encroachment, the Vendors/Developer or the executive body or any authority of the occupiers 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.

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22. THAT the Purchaser/s shall not be entitled to park any vehicle in the others parking area, common area and passage in the building complex.

23. THAT THE PURCHASER/S AGREES AND UNDERTAKES THAT THE PURCHASER/S SHALL NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-

- (i) Not to store/stock/bring into/keep in the said Apartment/Unit/Building Complex, any goods / material / fluid / chemical/ substance of explosive/ hazardous/combustible/inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.
- (ii) Not to damage, demolish or cause to be damaged or demolished the said Apartment/Unit/Building complex or any part thereof or the fittings and fixtures thereto.
- (iii) Not to close or permit the closing of verandas or lounges or balconies and lobbies if any and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Apartment/Unit/Building complex, which in the opinion of the Vendors/Developer and/or Association after formation as may be differs from their own color scheme.
- (iv) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.
- (v) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Unit/Building complex or any part of the said building or

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caused increased premium payable in respect thereof of the said building or the complex, if insured.

(vi) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Purchaser/s shall be entitled to fix Air Conditioning equipment in the Apartment without damaging the outer walls of the said complex. All equipments/machines' parts of the Air Conditioning required to be fixed on outside wall must be fitted only in the places as marked and allotted and after consulting the Vendors/Developer or the Apartment Owners' Association as the case may be. The outdoor unit should not generate extra noise, it should be of silent type.

(vii) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Apartments save and except the battery operated inverter.

(viii) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevator or in any of the common portions of the said complex.

24. THAT THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-

(i) That the Purchaser/s agrees and undertakes to co-operate with the Vendors/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendors/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.

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- (ii) That the Purchaser/s shall keep the said Schedule-“B” property/ said complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- (iii) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendors/Developer and/or the Association/Authority holding.
- (iv) That the Purchaser/s shall always co-operate with the Vendors/Developer /Apartment Owners’ Association as the case may be in the management and maintenance of the said complex.
- (v) That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule-“B” property and not to do anything which has the effect of affecting the structural stability of the building and/or the complex.
- (vi) That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However, if the Purchaser/s herein and/or the then transferor/s fails to record the stipulated clauses/undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee/s shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.
- (vii) That the Purchaser/s agrees and covenants that the Vendors/Developer shall be at absolute liberty to sale the unsold parts and portions of the said building complex.

25. THAT the Purchaser/s further covenant with the Vendors/Developer not to injure, harm or cause damage to any part of the building including common

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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 Vendors/Developer shall not be held responsible in any manner whatsoever.

26. **THAT** the charges towards Stamp Duty and Registration fees of Schedule-“B” property and GST as applicable have been paid and borne by the Purchaser/s.
27. **THAT** the said Multistoried Building Complex shall always be known as “**ARUNA ENCLAVE**” and this name shall not be changed by any Owners/Association of the Owners/Occupants or any other person claiming through them. The copy right/ trade mark/property mark and all intellectual property (including the name of the complex mentioned herein) shall always remain and vest with the Vendors/Developer and no person including but not limited to the Purchaser/s Association or the Occupants, shall have any claim or right of any nature whatsoever on the said intellectual property.
28. **THAT** the Vendors/Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the building dividing the expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.
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 Vendors/Developer or the other Occupiers of the said

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building complex shall be referred for Arbitration under the Arbitration Act and Conciliation Act, 1996 and in case their decision is not acceptable he/she/it/they shall have the right to move to Ld. Court of Law at Jalpaiguri.

SCHEDULE - "A" **(DESCRIPTION OF THE LAND ON WHICH THE BUILDING STANDS)**

All that piece and parcel of **VACANT LAND** measuring **13 DECIMAL OR 8 KATHA** more or less, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 135** corresponding to **L.R. PLOT No. 15**, Recorded in **R.S. KHATIAN No. 815** corresponding to **L.R. KHATIAN Nos. 752, 753, 754, 755 and 756**, **R.S. SHEET No. 15**, **L.R. SHEET No. 164**, J.L. No. 2, Pargana Baikunthapur, within the limits of **WARD No. 33** of Siliguri Municipal Corporation, **Ashok Nagar**, Police Station New Jalpaiguri, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

By North ... 17'-8" to 20'-4" wide Road,
By South ... Land and House of Usha Das and Others,
By East ... Land and House of Dipankar Sarkar and Others and Dutta Villa,
By West ... Land and House of Balaram Paul and Others.

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SCHEDULE - "B" **(DESCRIPTION OF THE PROPERTY HEREBY SOLD)**

ALL that One Unit being a **RESIDENTIAL FLAT** being:-

BUILDING COMPLEX NAMED	ARUNA ENCLAVE
RESIDENTIAL FLAT NO. (..... SIDE)
FLAT MEASURING RERA CARPET AREA BUILT-UP AREA SUPER BUILT-UP AREA	SQUARE FEET SQUARE FEET SQUARE FEET
FLAT SITUATED IN FLOOR	FLOOR

TOGETHER with the undivided proportionate share in the land on which the building stands more particularly described in the **SCHEDULE-"A"** given herein above.

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SCHEDULE - "C" **(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building complex.
2. All expenses for running and operating all machineries, lift, firefighting equipments, other equipments and installations and licenses, renewal of licenses, water pumps, including the cost of repairing, renovating and replacing the same.
3. The periodical maintenance of the all common machinery, equipments and installations and the renewal of their licence/s, etc.
4. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes if any such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
5. Cost of insurance premium for insuring the building and/or the common portions.
6. All charges and deposits for supplies of common utilities to the co-owners in common.
7. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
8. Municipal tax, water tax, and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the Purchaser/s.

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9. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
10. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions.
11. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
12. All other expenses and/or outgoings as are incurred for the common purposes.

SCHEDULE - "D" **(COMMON FACILITIES)**

1. Lift, Staircase and Stair case landing on all Floors.
2. Common entry and Roof Top.
3. CCTV Facility.
4. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
5. Drainage and sewerage and soak well.
6. Such other common parts, areas and equipment, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

THAT the photographs and the fingerprints of the Purchaser/s, the Attorney of the Vendors and the Signatory of the Developer herein are duly affixed upon sheets forming PART of these presents.

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IN WITNESSES WHEREOF the Attorney of the Vendors and the Signatory of the Developer herein in good health and sound conscious mind have set and subscribed their respective seal and signatures on these presents on the day, month and year first above written.

WITNESSES:-

The contents of this document have been gone through and understood personally by all the Purchaser/s, Vendor, Attorney and Developer herein.

1.

**VENDORS
(REPRESENTED BY ATTORNEY)**

2.

DEVELOPER

Drafted as per instructions of all the Parties, readover and explained and printed in my office:-

Advocate, Siliguri

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MEMO OF RECEIPT

RECEIVED from the within named Purchaser/s towards SALE of the within mentioned Schedule-“B” property.

Parameters	Amount
A. Sale Consideration	Rs.
B. GST	Rs.
Total Price (A+B)	Rs.

DEVELOPER