

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON
THIS THE ____ **DAY OF JUNE, 2024.**

One **Tiles floor finished**, Residential Flat measuring _____(including 20% Super built-up area & Stair cases), **Carpet Area:** _____**Sq. Fts.**, Situated at _____ **Floor,** _____ **Side,** of the G+Three storied Residential Building known as "**THE NEER**".

Set forth Value : **Rs. /-**
Market Value : **Rs. /-**
Mouza :
J.L. No. :
Sheet No. :
Pargana : Baikunthapur
Khatian No. :
Plot No. :
Police Station : Siliguri
District : Darjeeling
Query No. :
& Dated

**UNDER SILIGURI MUNICIPAL CORPORATION AREA
WARD NO. 23**

B E T W E E N

(1)SRI _____, Son of _____, and **(2)SMT. _____**,
Wife of _____, both are Hindu by religion, Business by
Occupation, Indian by Nationality, residing
at _____,
hereafter called the **FIRST PARTY/PURCHASER** (which expression
shall mean and include unless excluded by or repugnant to the
context their heirs, executors, successors, legal representatives,
administrators and assigns) of the **FIRST PART.**

A N D

M/s. S.S. BUILDERS, a Proprietorship firm, having its office at Raja
Ram Mohan Roy Road, East Vivekananda Pally, Post Office Rabindra
Sarani, Police Station Bhaktinagar, District Jalpaiguri, represented by
its Proprietor **SRI SWAPAN PAUL**, son of Sri Shiben Chandra Paul,
Hindu by religion, Business by occupation, residing at Raja Ram
Mohan Roy Road, East Vivekananda Pally, Post Office Rabindra
Sarani, Police Station Bhaktinagar, District Jalpaiguri,, hiseinafter
called the **SECOND PARTY/DEVELOPER** (which expression shall
mean and include unless excluded by or repugnant to the context his
heirs, executors, successors, legal representatives, administrators
and assigns) of the **SECOND PART.**

A N D

(1)SRI BIKASH BARAI, Son of Late Ganesh Chandra Barai, Hindu by
religion, Business by Profession, Indian by Nationality, residing at
Suryanagar, Sarat Chandra Bose Road, Ward No. 23 under Siliguri
Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District:
Darjeeling, Pin-734006, in the State of West Bengal;
(2)SRI RATAN BARAI, Son of Late Ganesh Chandra Barai, Hindu by
religion, Business by Profession, Indian by Nationality, residing at
Vivekabnanda Street by lane, No. 1 Dabgram, Unnayan Colony, Ward No.

23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(3)SRI BACHHU BARAI, Son of Late Ganesh Chandra Barai, Hindu by religion, Business by Profession, Indian by Nationality, residing at Suryanagar, Sarat Chandra Bose Road, Ward No. 23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(4)SMT. GITA BISWAS, Wife of Sri Asim Biswas, Daughter of Late Ganesh Chandra Barai, Hindu by religion, House-wife by Profession, Indian by Nationality, residing at Prantik Pally, Bharat Nagar, Ward No. 24 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(5)SMT. SUCHITRA SAHA, Wife of Sri Gobinda Saha, Daughter of Late Ganesh Chandra Barai, Hindu by religion, House-wife by Profession, Indian by Nationality, residing at Suryanagar, Sarat Chandra Bose Road, Ward No. 23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(6)SMT. ANJALI BARAI, Wife of Late Shankar Barai, Daughter-in-law of Late Ganesh Chandra Barai, Hindu by religion, Household by Profession, Indian by Nationality, residing at Indira Gandhi Street, Dabgram-1, Ward No. 23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(7)SRI PANKAJ BARAI, Son of Late Shankar Barai, Grandson of Late Ganesh Chandra Barai, Hindu by religion, Business by Profession, Indian by Nationality, residing at 241, Unnayan Colony, Dabgram-1, Ward No. 23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(8)SMT. PINKI GUHA NEOGI (BARAI), wife of Sri Sohom Guha Neogi, Daughter of Late Shankar Barai, Granddaughter of Late Ganesh Chandra Barai, Hindu by religion, Business by Profession, Indian by Nationality, residing at Indira Gandhi Street, Dabgram-1, Ward No. 23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(9)SMT. RINKU BARAI, Wife of Sri Abhijit Mandal, Daughter of Late Shankar Barai, Granddaughter of Late Ganesh Chandra Barai, Hindu by religion, Business by Profession, Indian by Nationality, residing at Dabgram-1, Ward No. 23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal

(10)SRI SWAPAN BARAI, Son of Late Subash Barai, Grandson of Late Ganesh Chandra Barai, Hindu by religion, Business by Profession, Indian by Nationality, residing at Suryanagar, Ward No. 23 under Siliguri Municipal

Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal;

(11)SRI TAPAN BARAI, Son of Late Subash Barai, Grandson of Late Ganesh Chandra Barai, Hindu by religion, Business by Profession, Indian by Nationality, residing at Hatiyadanga, P.O. Sahudangihut, P.S. Bhaktinagar, District: Jalpaiguri, Pin-735135, in the State of West Bengal;

(12)SMT. RUMPA CHATTERJEE (BARAI), Wife of Sri Goutam Chatterjee, Daughter of Late Subash Barai, Granddaughter of Late Ganesh Chandra Barai, Hindu by religion, Business by Profession, Indian by Nationality, residing at Suryanagar, Ward No. 23 under Siliguri Municipal Corporation, P.O. Rabindra Sarani, P.S. Siliguri, District: Darjeeling, Pin-734006, in the State of West Bengal; hereinafter called the **THIRD PARTIES** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the **THIRD PART/ VENDORS**. The Vendors are represented by their constituted attorney **Sri Swapan Paul**, Son of Sri Shibendra Chandra Paul, proprietor M/S S.S.Builders of East Vivekananda Pally, P.O. Rabindra Sarani, P.S. Bhaktinagar, Dist. Jalapiguri {vide Development Power of Attorney being No.I-2222/2019, registered at A.D.S.R. Siliguri, on 27-09-2019}.

AND WHEREAS the one Ganesh Chandra Barai , Son of Late Rama Nanda Barai, since Deceased at his life time jointly acquired a landed property measuring **5 Kathas , recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), Touzi No.3(ja), Pargana Baikunthapur, Mouza: Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, District- Darjeeling**, by virtue of Deed of Gift / Registered Patta being No. 368, dated 14/01/1988 from the Governor of West Bengal , through its appropriate Authority recorded in Book No. 01, Volumn No. 3, Pages 116 to 119, accordingly and since enjoyed the said property GANESH CHANDRA BARAI died on 04/07/2008 and his wife CHARU BALA BARAI died on 09/12/1988 and one of the son of deceased Ganesh Chandra Barai namely SHANKAR BARAI also died on 04/10/1995, and they living behind 1)**SRI BIKASH BARAI**, 2)**SRI RATAN BARAI**, 3)**SRI BACHCHU BARAI**, 4)**SMT GITA BISWAS**, Wife of Sri Asim Biswas, 5)**SMT. SUCHITRA SAHA**, Wife of Sri Gobinda Saha

all are the Son' & Daughter's of Late Ganesh Chandra Barai , **6)SMT ANJALI BARAI, Wife of Late Shankar Barai, Daughter in law of Late Ganesh Chandra Barai, 7) SRI PANKAJ BARAI, Son of Late Shankar Barai, 8)SMT PINKI GUHA NEOGI (BARAI), Wife of Sri Sohom Guha Neogi, Grand Daughter of Late Ganesh Chandra Barai, 9) SMT RINKI BARAI, Wife of Sri Abhijit Mondal, Daughter of Late Shankar Barai, Grand Daughter of Late Ganesh Chandra Barai, 10)SWAPAN BARAI, 11)TAPAN BARAI, 12)RUMPA CHATERJEE (BARAI)** all are the Son's & Daughter of **Late SUBHASH BARAI (who died on 14-12-2018)** as his only legal heirs and successors those who are inherited the same according to Hindu Succession Act 1956 and according to Law of inheritance, and enjoyed the same having with all permanent, heritable, right, title, interest therein which is free from all encumbrances and charges whatsoever.

AND WHISEAS the Third Parties/Vendors are desirous to construct a (P+4) storey Building over the Schedule "A" mentioned land but due to paucity of fund they could not construct any building over the Schedule – A mentioned land.

AND WHISEAS the third Parties has agreed to authorize the Second party to develop their aforesaid land described in the schedule "A" below by constructing building consisting residential Flats, car parking spaces thereon on ownership basis and the Second party is agreeable to convey, assign and transfer the proportionate shares in the said land and Flats and car parking spaces directly to the intending purchaser/purchasers may be nominated by the Second party on the following terms and conditions agreed by and between the parties, and they execute one registered deed of **Development Agreement, being no. I-2217/2019**, registered at ADSR Siliguri on 27-09-2019.

AND WHISEAS according to said registered agreement dated 27-09-2019 the developer hereof has **start construction of (P+4) storied building** on the said land as per building plan duly

approved and / or sanctioned by the Siliguri Municipal Corporation, being Plan No. SWS-OBPAS/0104/2023/2408.

AND WHISEAS the First party being in need of a **Flat** in Siliguri intending to purchase the Schedule-B mentioned **Flat at First Floor Front Side North Facing**, of the aforesaid proposed building constructed by the Second Party over the schedule-A mentioned land along with the proportionate share in the schedule – A mentioned land which is free from all encumbrances and charges whatsoever.

AND WHISEAS to avoid ambiguity and future disputes both the parties have been executed this Deed of Agreement according on the following terms and conditions.

AND WHEREAS the Confirming Party has agreed to sale one **FLAT** from its own part fully described in the Schedule - B below mentioned to the PURCHASERS for a consideration of **Rs._____** paid to the confirming party who appropriated the same towards the cost of construction of **FLAT** by the PURCHASERS and also towards the profit of Confirming Party.

NOW THE DEED WITNESSES that in pursuance of the aforesaid agreement and in consideration of the payment of the sum of **Rs._____** paid by the PURCHASERS to the Confirming Party before execution of these presents the receipt of which the Confirming Party do hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the PURCHASERS and also the said properties described in the schedule 'B' below by the Vendor as beneficial owner by these presents indefeasibly grant, sell, convey, and transfer, assign and assure unto the PURCHASERS ALL THAT THE said properties fully mentioned in

the schedule 'B' below together with all benefits and advantages, liberties, easements, privileges, appurtenance whatsoever to the said property or any part thereof belonging or in any way appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed AND ALL the estate, right, title, inheritance use, trust, property, claim whatsoever both at law and in equity of the PURCHASERS into and upon the said property AND ALL

deeds pattas, and evidence of title, or Xerox copies thereof duly certified to be true copies in any way related to the said Property or any part thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor or persons from whom he can or may procure the same without action **TO HAVE AND TO HOLD** the said property and every part thereof hereby granted, sold and transferred with all other rights unto and to the use of the PURCHASERS AND THE VENDOR do hereby covenant with the PURCHASERS THAT NOTWITHSTANDING any act, deed or thing whatsoever by the Vendor or by any of their predecessor and ancestor in title done or executed or knowingly suffered to the contrary to the Vendor have at all materials times heretofore and now has good right, full power absolute authority, and indefeasible title to grant, sell, convey, transfer, assign and assure the said property to the use of the PURCHASERS and that free and clearly freely and clearly absolutely acquitted exonerated and released or otherwise at the cost of the Vendor well and sufficiently indemnified of from and against all the manner or claim, charges, liens, debts attachments and encumbrances whatsoever made or suffered by the Vendee and further that the Vendor shall at the request and cost of the PURCHASERS

do and execute or cause to be done or executed all such acts, deeds and things, whatsoever for further better.

And more perfectly assuring the said property and every part thereof unto and to the use of the PURCHASERS according to the true meaning and intent of this Deed as shall or may be reasonably required and Further More that the Vendor shall at all times indemnify the PURCHASERS or keep them indemnified against loss, damages, costs, charges and expenses if any, suffered by reason of any defect in that title of the Vendor or any breach of the covenants hereunder contained.

THE CONFIRMING PARTY/DEVELOPER HEREBY COVENANTS WITH THE PURCHASERS AND DECLARE that they have no claim against the PURCHASERS with respect to the property here by sold or against the said property it self and they will not raise any claim whatsoever against the PURCHASERS with respect to construction cost, price of materials, labour charges and profit of the cconfirming party or any claim whatsoever against the PURCHASERS or against the property/ **FLAT** mentioned in schedule B below here by sold.

THE CONFIRMING PARTY further covenants with the PURCHASERS that it has constructed the entire building strictly according to the plan passed by proper authority and with due care and using proper materials.

AND IT IS FURTHER AGREED BY and between the party and the party do hereby declare:-

- a) The PURCHASERS shall be liable to pay directly to the concerned authorities with respect to the schedule 'B'

mentioned **FLAT** owned by the PURCHASERS towards the payment of Corporation Taxes and all other taxes or imposes with respect to the said premises.

- b) The PURCHASERS shall have full and absolute proprietary rights such as the Vendor derives from his title save and except that the demolition or committing waste in respect of the said premises.
- c) The PURCHASERS shall be entitled to sell, mortgages, lease or otherwise alienate the said premises hereby conveyed subject to the terms herein contained to any one without consent of the Vendor or any other co-owner who may have acquired before and who may hereafter acquire any right, title and interest in the said land or Building or any part thereof.
- d) The undivided interest of the PURCHASERS in the soil beneath the said building shall remain joint for all times with the Vendor and/or other co-owner who may hereafter or hereto before have acquired, right, title and interest in the said land and building or any part thereof. It being hereby declared that the interest in the said land is impartiable.
- e) The PURCHASERS shall be at liberty to have **their** separate electric connection, Holding Number from the SMC, Telephone Connection, if require and all other facilities or amenities as may be required by them from concerned authority/authorities without the consent of the Vendor or any co-owner. The land tax or any other Revenue may be paid separately, to the Govt. of West Bengal.
- f) The PURCHASERS shall contribute or be liable to pay such amount for maintenance of the common facilities, or the building as a whole, as may be fixed by any law full body or society or association from by the occupants of the building in the future, towards the payment for maintenance and

repairing the common facilities of the said building of entire top roof and/or for common services provided in the building.

SCHEDULE – A

ALL THAT PIECE AND PERCEL OF landed property measuring 5 Kathas , recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), 1 No. Dabgram, Ward No.23 under S.M.C., Touzi No.3(ja), Pargana Baikunthapur, Mouza- Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, District- Darjeeling. The said landed property butted and bounded as follows :-

North := 39 Ft Wide SMC Road;

South := Land & House of Babua Barui;

East := Land & House of Sikha Guha;

West := Land & House of Laltu Chakraborty and 4Ft Wide Common Passage;

SCHEDULE 'B'

(Description of the RESIDENTIAL FLAT here by sold)

All that piece or parcel of one **XXX BHK Flat at First Floor Front Side North Facing, measuring %%%% Sq. Fts.(approx), Being Flat No. XXXX (including Proportionate share of staircase and super-built up area)**, over the land measuring 5 Kathas , recorded in Khatian No.151(R.S.), Plot No. 13684(R.S.), J.L. No.110(88), 1 No. Dabgram, Ward No.23 under S.M.C., Touzi No.3(ja), Pargana Baikunthapur, Mouza- Siliguri, P.O. Rabindra Sarani, P.S. Siliguri, District- Darjeeling.

SCHEDULE – C

(Description of common areas and common facilities)

- 1) Road and pathways to be used as entrance to/exit from the building to the Siliguri Municipal Corporation Road;
- 2) Foundation, columns, girders, beam, supports, main walls;
- 3) All other supporting structures;

- 4) Drains and sewerage system;
- 5) Boundary wall and gates;
- 6) Common water tank;
- 7) Safety tank and soak well;
- 8) Common lighting system for the building;
- 9) Common roof and staircase;
- 10) The land left vacant by the boundary walls;
- 11) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use of the co-owners of the building;
- 12) The rules and regulations of the Siliguri Municipal Corporation;
- 13) The Purchasers is bound to pay maintenance cost, common electricity charges to the society.

Separate sheets are enclosed herewith containing the fingerprints of the constituted Attorneys of the Vendor, Developer/Confirming Party, Purchasers & Identifier forming part of these presents.

IN WITNESS WHEREOF these presents is executed and delivered by the Vendor in presence of the witnesses on the day, month and year as mentioned herein-above.

WITNESSES :

1)

Signature of the Vendor/ Confirming
Party

Signature of the PURCHASERS

2)

Drafted by me as per instruction of the executants, readover and explained by me and printed in my office.

(Debojit Chakraborty)
Advocate/Siliguri
E.No. Wb(F)/1337/763/2016