

SAMPLE DEED

DEED OF CONVEYANCE

THIS INDENTURE IS MADE ON THIS
THE _____ DAY OF _____, 2023.

ONE RESIDENTIAL FLAT BEING NO. "....." HAVING AREA MEASURING.....SQUARE FEET (CARPET AREA) SQUARE FEET (INCLUDING SUPER BUILT-UP AREA) AT FLOOR ALONGWITH RIGHT TO PARK_____ CAR MEASURING _____ SQUARE FEET IN THE COVERED _____ FLOOR OF G + 4 i.e. GROUND (PARKING + FOUR STOREYED BUILDING) IN THE BUILDING NAMED "PRESTIGE HOME" TOGETHERWITH THE UNDIVIDED PROPORTIONATE RIGHT ON THE LAND ON WHICH THE SAID BUILDING STANDS.

LAND AREA ON WHICH THE BUILDING STANDS	59 KATHAS
PLOT NOS.	5/713 & 5/715 (R.S.) 907 (L.R.)
KHATIAN NO.	96/1 (R.S.) 1831 (L.R.)
MOUZA	DABGRAM
J.L. NO.	2
SHEET NO.	8 (R.S.) 5 (L.R.)
PARGANA	BAIKUNTHAPUR
POLICE STATION	BHAKTINAGAR
ADDL. DIST. SUB-REGISTRAR OFFICE	BHAKTINAGAR
DISTRICT	JALPAIGURI
CONSIDERATION/-
WITHIN WARD NO. 43 OF SILIGURI MUNICIPAL CORPORATION	

BETWEEN

..... (PAN NO.) S/O
Hindu by Religion, by occupation, Indian by Citizenship, residing at
....., P.O., P.S., District....., in the State of
....., hereinafter called the "PURCHASER" (which expression shall mean
and include unless excluded or repugnant to the context his legal heirs, successors,
executors, representatives, administrators and assigns) of the ONE PART.
{Aadhaar No.}.

AND

MAINAK NIRMAN PRIVATE LIMITED, [PAN NO. : AAECM2342J], a
Private Limited Company, Incorporated under the Companies Act 1956, bearing its
Corporate Identity No. U 70101 WB 2004 PTC O 10052, dated 05/10/2004, having
its registered Office at 173/221, Bidhan Market, Siliguri, District Darjeeling,
represented by one of its Director SRI VIKASH GOEL S/O LATE SURESH
CHANDRA GOEL, Hindu by Religion, Indian by Citizenship, Business by Occupation,
residing at Sri Ram Colony, Sevoke Road, Siliguri, P.O. & P.S. Siliguri-734001, Dist.
Darjeeling, W.B., hereinafter called the VENDOR/OWNER/DEVELOPER (which
expression shall mean and include unless excluded by or repugnant to the context
its executors, successor-in-office, representatives and assigns) of the OTHER PART.

WHEREAS, the Vendor hereof, is the sole and absolute owners in
possession of land measuring 59 Kathas, appertaining to and forming part of Plot
No. 5/713 & 5/715 (R.S.) 907 (L.R.), recorded in Khatian No. 96/1 (R.S.)
1831 (L.R.) of Mouza -Dabgram, Sheet No. 8 (R.S.) 5 (L.R.), Pargana-
Baikunthapur, J.L. No. 2, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 43 of
S.M.C., in the state of West Bengal, morefully described in Schedule "A", by virtue
of nine separate Deeds of Conveyance being No. 4133, 4134, 4135, 4136, 4137,
4138, 4139, 4140 & 4141, dated 24/06/2011, registered at Addl. Dist. Sub-Registrar,
Rajganj, Dist. Jalpaiguri, executed by Smt. Bharati Roy W/o Late Kabili Roy & D/o
Late Akal Singh Roy, residing at Veiki Para, P.O. Sahudangi Hat, P.S. Bhaktinagar,
Dist. Jalpaiguri and Smt. Jagaswati Roy Chowdhury W/o Late Surendra Nath Roy
Chowdhury & D/o Late Akal Singh Roy residing at Kawakhari, Medical More. P.O.
Sushruta Nagar, P.S. Matigara, Dist. Darjeeling, having permanent heritable and
transferable right, title and interest therein, free from all encumbrances and charges
whatsoever.

AND WHEREAS the VENDOR constructed a G+4 i.e. Ground (Parking+Four Storeyed Building) on the said plot of land described in the Schedule "A" herein by obtaining a valid Building Plan being No. 571, dated 26/02/2021, approved by the office of the Siliguri Municipal Corporation.

AND WHEREAS to distinguish the proposed Residential Complex and with a view to assign an unique identity to the said building complex, the Vendor has decided to name the said Residential Complex as "PRESTIGE HOME", having self contained units/Residential/constructed spaces. It is stated that the name of the Residential Complex will always remain unchanged.

AND WHEREAS the Vendor have formulated a scheme to enable a person/party intending to have own units/premises 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 unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS the Vendor has now firmly and finally decided to sell and has offered for sale one Residential Flat being No. "....." on the Floor measuring Square Feet (Carpet Area)..... Square Feet (including Super Built-Up Area) (..... floor) alongwith Right to Park_____ car measuring _____ Square Feet in the Covered _____ Floor in the said building complex named "PRESTIGE HOME", for a total consideration of Rs./- (Rupees Only) and the said Unit is more particularly described in the Schedule-"B" given herein below.

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 and being satisfied with the documents of title of the Vendor to the said land and building and considering the price so offered by the Vendor as fair, reasonable and highest have agreed to purchase from the Vendor, the Schedule "B" property 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 Schedule "B" property for a valuable consideration of Rs./- (Rupees Only)

AND WHEREAS now the Vendor finally agreed to execute this 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 valuable consideration of Rs. and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of full and final amount of Rs./- (Rupees Only) paid by the Purchaser/s to the Vendor vide Cheques/NEFT/RTGS/D.D., the Receipt of which is acknowledged by the Vendor by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendor 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 and charges subject to the payment of proportionate rent, etc., to the Government of West Bengal.
2. That the Purchaser/s has/have examined and inspected the Documents of Title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details, Typical Floor Plan, Front Elevation, details of Staircases as well as the Common Provisions and Utilities and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/ themselves about the title of the Vendor and standard of construction thereof including that of the Schedule "B" property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor 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 Vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendor has 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 Vendor shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

4. That the Vendor does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule "A" property is held by the Vendor under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor 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.
5. That the Vendor 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.
6. That the Vendor 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 Vendor proportionately with all the Purchaser/s unless separately levied upon and charged for.
7. That the Vendor 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 shall have all rights, title and interest in the property sold and conveyed to it/him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under it/them and all the rights, title and interest which vested in the Vendor with respect to the Schedule "B" property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
9. That the Purchaser/s shall use the Schedule "B" property hereby sold and conveyed in favour of the Purchaser/s exclusively for Residential purposes.
10. That the Purchaser/s undertakes not to park any vehicle in the other's parking area, common area, pathways and passage within the said building complex.
11. That the Purchaser/s shall obtain his own electric connection from the W.B.S.E.D.C.Ltd. in his/her/their name/s and shall bear all expenses including his/her/their share of expenses for installation of electric transformer for the said building, which share of expenses shall be determined under the rules of the West Bengal Board of State Electricity.
12. That the Purchaser/s shall have the right to get its/his/her/their name/s mutated with respect to the said Schedule "B" property both at the Office of the B.L. & L.R.O. Rajganj and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay taxes as may be levied upon it/him/her/them from time to time though the same has not yet been assessed.
13. 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.
14. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

15. (a) That the upkeep and maintenance charges of the building complex including common portions and areas as well as the common provisions and utilities shall be looked after by the Vendor or the nominated agency (ies) of the Vendor, as the case may be, till handover the building and the executive body/organization or any other authority of the building complex is formed by the occupants/owners as may be.
- (b) That until the said executive body/organization or any other authority of the building complex is formed and the management of the below Schedule-"B" property and said the building complex are transferred to it, the Purchaser/s shall pay to the Vendor such proportionate share of charges as may be determined by the Vendor from time to time, in its/their sole, absolute and unfettered discretion and the decision of the Vendor in this regard shall be conclusive, final and binding on the Purchaser/s. The Vendor shall either use its own resources or sub-contract the work to agency (ies). The maintenance activities will be operated by the Vendor or its nominated agency (ies) on Residential basis to ensure a reasonable return for the efforts being made in respect of the maintenance by the Vendor or its nominee / nominated agency (ies).
16. (a) That the Purchaser/s shall be entitled to pay maintenance charges for the Schedule-"B" property or as determined from time to time for common facility such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, maintenance, lift, common electric bill, firefighting system, renewal of licenses, etc, as also specified Schedule "D", as will be determined by the Vendor from time to time till the time an executive body/organization or any other authority of the building complex is formed to take care of the common maintenance of the building complex.
- (b) 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 are irrespective of his/her/their use and requirements.
17. That in case the Purchaser/s makes default in payment of the proportionate share towards the common expenses (described in the Schedule-"D" given

herein under) within time allowed by the Vendor or the Building Owners Association/Organization, then the Purchaser/s shall be liable to pay interest at the rate of percent per month for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendor or the Association/Organization acting at the relevant time for any loss or damage suffered by the Vendor or the Association/Organization in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the authority acting at such relevant time, shall be final and binding.

18. That the Purchaser/s shall install the air conditioning equipment in the conspicuous place of the building as specified by the Vendor, without disturbing the inner beauty and outer elevation of the building. Furthermore the Purchaser/s shall obtain the necessary permission/NOC from the Vendor for installation of the outdoor unit of the air conditioning. That the Purchaser/s shall in no way display any sign board on the outer portion of the building thus affecting the elevation, design, color scheme, beauty of the building/complex.
19. That the Purchaser/s shall not put up or affix any board, name plate or other things or other similar articles including advertisements, signboards and neon signs in the common portions or outside walls of the unit or the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent sign board in the place as specified and prior approved by the Vendor.
20. That the Purchaser/s further covenant with the Vendor not to injure, harm or cause damage to any part of the building including common 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 Vendor shall not be held responsible in any manner whatsoever.

21. 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 Vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

22. That the Purchaser/s shall permit entry at all reasonable times to the Vendor and/ or their agents, employees, representatives, architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purpose of inspecting, examining, checking, testing, constructing developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing anything whatsoever in relation or development protection and/or safety of the building including the common portions and areas or any part or parts thereof.

23. The Purchaser/s further agrees and undertakes not do or permit to be done, any of the following acts:-
 - a) Store /stock / bring into / keep in the said Schedule-"A" / Schedule-"B" Property /Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the Purchaser's agents, servants, employees, licensees, or visitors, 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.

 - b) Not to damage, demolish or cause to be damaged or demolished the said Schedule-"A"/Schedule-"B" Property/Building Complex or any part thereof or the fittings and fixtures thereto.

 - c) Not to obstruct/block the common passage, lobbies, entrance, stairways, pathways or alter or add any structure whatsoever and keep them free for ingress and egress.

- d) Not to use the said unit premises other than the Residential purpose/s.
- e) Not to keep or stored any non-veg and bad smelling items in the said building.
- f) Not to encroach upon any portion of the land or building carved out by the Vendor for the purpose of passage, road, landings, stairs or other purposes and in the event of encroachments, the Vendor 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 Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- g) 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.

24. The Purchaser/s further covenants:-

- a) That the Purchaser/s agrees and undertakes to co-operate with the Vendor 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 Vendor may require for the purposes of safeguarding the interest of the occupants of the said complex.
- b) That the Purchaser/s shall keep the said Schedule-"B" Property/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.
- c) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendor and/or the organization / agency / association / holding as the case may be.

- d) That the Purchaser/s shall always co-operate with the Vendor or the Building Owners' Association in the management and maintenance of the said Complex.
 - e) That the Purchaser/s undertakes that he/she/they/it shall form and become the member of association/organization of the said Residential Complex, as may be formed by the occupants/occupiers/owners association in the said complex and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities and comply rules, as may be necessary for this purpose.
 - f) 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 building complex.
25. That the Roof/Terrace of the said building shall always be the property of the Vendor and shall be under the exclusive control, use, possession, enjoyment and ownership of the Vendor. The ultimate roof and / or terrace will be used by the Vendor and the Purchaser/s has no right on roof/ and or terrace.
26. That the Vendor 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 buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.
27. The said Multistoried Building Complex shall always be known as "PRESTIGE HOME" and this name shall not be changed by any Association/Organization of the Owners/Occupants or any other person claiming

through them. The name of the said building shall also remain the same and unchanged.

28. That the Stamp Duty and Registration Fees and GST of the Schedule "B" property have been paid and borne by the Purchaser/s.
29. That the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed shall be settled amicably by mutual discussion, failing which the same shall be settled through the Arbitrators who shall be appointed and / or selected by both the Parties according to the choice of each of them and adjudicated under the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is stated that the Parties shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building unless the same is first referred to Arbitration and the Arbitration has given his/her award. The place of arbitration shall be Siliguri. All the proceedings are subject to the exclusive jurisdiction of the Ld. Courts of Law at Jalpaiguri.

SCHEDULE-A LAND

All that piece and parcel of land measuring 59 Kathas, situated in Mouza Dabgram, appertaining to and forming part of Plot Nos. 5/713 & 5/715 (R.S.) 907 (L.R.), recorded in Khatian No. 96/1 (R.S.) 1831 (L.R.), Sheet No. 8 (R.S.) 5 (L.R.), Pargana-Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, Holding Number VL/100/C/11, within Ward No. 43 of Siliguri Municipal Corporation, in the State of West Bengal.

The said land is butted and bounded as follows:-

- By North : 22 Ft. Wide Road.
By South : Land of Kiran Devi Thakur.
By East : Land of Mohar Roy & Others
By West : 18 Ft. Wide Road.

SCHEDULE - B
(RESIDENTIAL FLAT)

A Residential Flat being No. "....." on the Floor measuring Sq.Ft. (Carpet Area) Sq.Ft. (including Super Built-Up Area) (...../.....) alongwith Right to Park _____ car measuring _____ Square Feet in the Covered _____ Floor as marked and demarcated in the G+4 i.e. Ground (Parking +Four Storeyed Building) named "PRESTIGE HOME" together with proportionate undivided share in the Schedule A land on which the building stands, situated at Limbu Basti, P.O. Salugara-734008, in Mouza Dabgram, appertaining to and forming part of Plot Nos. 5/713 & 5/715 (R.S.) 907 (L.R.), recorded in Khatian No. 96/1 (R.S.) 1831 (L.R.), Sheet No. 8 (R.S.) 5 (L.R.), Pargana-Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, within Ward No. 43 of Siliguri Municipal Corporation, in the State of West Bengal.

SCHEDULE-C
(Common Areas and Facilities)

1. Road and pathways to be used as entrance to and exit from the building to common road leading to Limbu Basti Road.
2. Staircases, Lift & Landings on all floors.
3. Overhead water tanks, Water Pumps, Water pipes and common plumbing installations.

4. Drawings, safety tank & Soak well, Water and Sewerage etc.
5. Deep bore well.
6. All other parts of the property necessary or covenant to its existence, maintenance and safety or normally in common use.
7. Electricals fittings and common lighting system for the building.

SCHEDULE-D
(Common Expenses)

1. All sorts of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating and lightning the common parts and also the other walls of the building.
2. The salaries of all persons employed for the same purpose.
3. Insurance premium for insuring the building against earthquake, fire, lightning, mob damage, civil commotion etc.
4. All charges and deposit for supplies of common utilities.
5. Municipal Taxes and other outgoings same those separately assessed on the respective unit.
6. Costs and charges of establishments for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protecting the title of the said land and Residential Building.
8. The office expenses incurred for maintaining the office for common purpose.

9. All other expenses and outgoings as are deemed by the Vendor to be necessary or incidental for and regulating interest and the rights of the Purchaser.

Separate sheets containing the finger prints of the Authorized Signatories of the Vendor and the Purchaser are annexed herewith.

IN WITNESS WHEREOF, the Vendor have set and subscribed its hand with seal on this Deed of Conveyance on the day, month and the year first above written.

WITNESSES:-

1.

The contents of this document have been gone through and understood personally by the Purchaser/s and the Vendor.

VENDOR

2.

Drafted as per instructions of the Parties, read over and explained to the Parties and printed in my office:-

(Rajesh Kumar Agarwal)

Advocate, Siliguri

Enrollment No. F/119/384/98.

MEMO OF CONSIDERATION

Received with thanks from the Purchaser hereof, a total sum of Rs./-(Rupees) only detailed given below, as full and final payment in respect of sale of Residential Flat measuring Sq.Ft. (Carpet Area)..... Sq.Ft. (including Super Built-Up Area) at Floor being No. ".....", in G+4 i.e. Ground (Parking +Four Storeyed Building) named "PRESTIGE HOME" situated at Limbu Basti, P.O. Salugara-734008, within Ward No. 43 of Siliguri Municipal Corporation, in the State of West Bengal, Addl. Dist. Sub-Registrar Office- Bhaktinagar, within Police Station- Bhaktinagar, Dist. Jalpaiguri, togetherwith undivided proportionate share in the land, as described in the Schedule "A" above.

Details of Payment:-

1. Rs.Cheque No., dated

SIGNATURE OF THE VENDOR