

DEED OF SALE (CONVEYANCE)

AREA : One Flat measuring _____ Square Feet (Rera Carpet Area) and _____ Square Feet including super built-up area to the _____ corner at the _____ Floor of a P + three storied building known as "AVIPSA" along with proportionate undivided share in the land measuring 0.06 Acre.

Mouza : DABGRAM

J.L.NO. : 2

Plot No. : 376/73 (R.S.), 149 (L.R.)

Khatian No. : 381 (R.S.), 512 (L.R.)

Sheet No. : 12 (R.S.), 67 (L.R.)

Ward No. : 38 of Siliguri Municipal Corporation,

District : Jalpaiguri.

Consideration : Rs. _____/-

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF
_____ TWO THOUSAND TWENTY _____.

B E T W E E N

1. _____, son of _____,
2. _____, wife of _____, both
are by religion _____, Indian by nationality, No. 1 _____ & No.
2 _____ by occupation by occupation, residing at _____,
P.O. _____, P.S. - _____, District – _____, Pin
_____ in the State of West Bengal – hereinafter called the
“**PURCHASERS**” (which expression shall mean and include unless
excluded by or repugnant to the context their heirs, successors, legal
representatives, executors, administrators and assigns) of the **FIRST PART**.
PAN –

A N D

SMT. SADHANA SEN, daughter of Late Manindra Kumar Sen, by religion
Hindu, Indian by nationality, residing East Vivekananda Pally, Near Friends
Union Club, Siliguri, P.O. Rabindra Sarani, P.S. Bhaktinagar, Dist.
Jalpaiguri, Pin – 734006 in the state of West Bengal – hereinafter be called
the – “**VENDOR**” – (which expression shall mean and include unless
excluded by or repugnant to the context his heirs, successors, legal
representatives, executors, administrators and assigns) of the **SECOND**
PART. PAN -

Vendor are represented by and through her constituted attorney (1) **SRI**
ANKUR DUTTA, son of Sri Amar Dutta, (2) **SRI KUNTAL RAY**, son of
Late Kamini Mohan Ray and (3) **SRI SUTIRTHA MUKHERJEE**, son of
Late Soumitra Mukherjee, all are Hindu by religion, Indian by national,
residing at Subhash Pally, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin 734001
in the state of West Bengal (Vide registered General Power of Attorney dated
27-07-2023 and the same was registered in the office of the Addl. Dist. Sub-
Registrar at Bhaktinagar, Jalpaiguri, recorded in Book No. I, Being No. 5583
for the year 2023.

A N D

“CREATIVE CONSTRUCTION”, a registered partnership firm, having its registered office at Subhash Pally, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin 734001 in the state of West Bengal, represented by and through its partners (1) **SRI ANKUR DUTTA**, son of Sri Amar Dutta, (2) **SRI KUNTAL RAY**, son of Late Kamini Mohan Ray and (3) **SRI SUTIRTHA MUKHERJEE**, son of Late Soumitra Mukherjee - hereinafter jointly be called the – **“DEVELOPER/CONFIRMING PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context its heirs, successors, legal representatives, executors, administrators and assigns) of the **THIRD PART. PAN -**

WHEREAS one Sri Udit Kumar Sen, son of Late Manindra Kumar Sen is the absolute owner-in-possession of the land measuring 0.06 Acre, appertaining to Plot No. 376/731 (R.S.), recorded under Khatian No. 381 (R.S.), situated within Mouza - Dabgram, J.L. No. 2, Sheet No. 12, Pargana - Baikunthapur, within the jurisdiction of Police Station - Bhaktinagar, in the District of Jalpaiguri by virtue of a Deed of Sale, executed by Sri Karna Kumar Singha, Sri Swarna Kumar Singha, Sri Subarna Kumar Singha and Sri Kirsingh Kumar Singha, all are sons of Sri Harendra Nath Singha on 04-05-1973 and the same was registered in the office of the Dist. Sub-Registrar, Jalpaiguri, recorded in Book. I, Being No. 4596 for the year 1973 and he is possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever and his name has duly been recorded in the Record-Of-Right with respect to his aforesaid land in the office of the B.L. & L.R.O. at Rajganj Block and subsequently a separate Khatian has been finally published in his name bearing Khatian No. 229, appertaining to Plot No. 149, Sheet No. 67 of Mouza – Dabgram.

A N D

WHEREAS the owner of such possession Sri Udit Kumar Sen, son of Late Manindra Kumar Sen transferred his aforesaid land measuring 0.06 Acre to and in favour of Smt. Sadhana Sen, daughter of Late Manindra Kumar Sen by virtue of a Deed of Gift, executed on 13-06-2022 and the same was registered in the office of the Addl. Dist. Sub-Registrar at Bhaktinagar, Jalpaiguri, recorded in Book No. I, Being No. 5717 for the year 2022. Thus by virtue of such Gift Deed Smt. Sadhana Sen, daughter of Late Manindra Kumar Sen became the absolute owner of the land measuring 0.06 Acre in her khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein and her name has duly been recorded in the Record-Of-Right with respect to her aforesaid land in the office of the B.L. & L.R.O. at Rajganj Block and subsequently a separate khatian has been finally published in her name bearing Khatian No. 512, appertaining to Plot No. 149, Sheet No. 67 of Mouza – Dabgram.

AND

WHEREAS the Vendor desirous to construct P + three storied building on his aforesaid land measuring 0.06 Acre more particularly describe in the Schedule “A” here-in-under but he is not being in a position to put his contemplation and scheme into action due to devoid of technical knowledge and has approached the Developers/Confirming Party to promote/develop the said property by constructing a P + three storied residential building on his aforesaid land.

A N D

WHEREAS the Vendor had neither necessary finance nor expertise to undertake such a project and as such he approached **“CREATIVE CONSTRUCTION”**, a registered partnership firm, having its registered office at Subhash Pally, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin 734001 in

the state of West Bengal, represented by and through its partners (1) **SRI ANKUR DUTTA**, son of Sri Amar Dutta, (2) **SRI KUNTAL RAY**, son of Late Kamini Mohan Ray and (3) **SRI SUTIRTHA MUKHERJEE**, son of Late Soumitra Mukherjee to construct a P + three storied building as a Developer/Confirming Party on the scheduled “A” mentioned land at its own costs and expenses as per Plan to be sanctioned and approved by the Siliguri Municipal Corporation under the certain terms and conditions as embodied in a written agreement dated 20-07-2023 and the said agreement was registered in the office of the Addl. Dist. Sub-Registrar at Bhaktinagar, Jalpaiguri, recorded in Book No. I, Being No. 5576 for the year 2023.

A N D

WHEREAS said **“CREATIVE CONSTRUCTION”**, a registered partnership firm, having its registered office at Subhash Pally, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin 734001 in the state of West Bengal, represented by and through its partners (1) **SRI ANKUR DUTTA**, son of Sri Amar Dutta, (2) **SRI KUNTAL RAY**, son of Late Kamini Mohan Ray and (3) **SRI SUTIRTHA MUKHERJEE**, son of Late Soumitra Mukherjee Developer/Confirming Party) had completed the construction of a P + three storied building as per duly approved plan being No. _____ dated _____ and duly sanctioned by the Siliguri Municipal Corporation over the Vendor Schedule “A” mentioned land.

A N D

WHEREAS said **“CREATIVE CONSTRUCTION”**, a registered partnership firm, having its registered office at Subhash Pally, P.O. & P.S. Siliguri, Dist. Darjeeling, after such completion of the construction of the said P + three storied ownership flat as per the sanctioned and approved plan as aforesaid, circulate about transfer alienate the flats & garages at a price reasonable therefore, free from all encumbrances whatsoever.

A N D

WHEREAS the Purchaser hereof was in search of a flat for their own at the location of the said P + three storied ownership flats and they being heard of the said circulation approached **“CREATIVE CONSTRUCTION”**, to have a flat of the measurement measuring _____ Square Feet (Carpet Area) and _____ Square Feet (Suover Built up Area) at the _____ Floor including proportionate share of stair case and super built up area of a P + three storied building known as AVIPSA together with proportionate share of the Schedule “A” mentioned land with all the facilities being those essential for the proper enjoyment of the flat, free from all encumbrances and offered a sum of Rs. _____/- (Rupees _____) only for the said flat.

A N D

WHEREAS the Vendors/Developer herein accepted the said proposal of the Purchaser and has agreed and decided to transfer/sell a flat measuring _____ Square Feet at the _____ Floor including proportionate share of stair case and super built up area of a P + three storied building known as AVIPSA together with proportionate share of the Schedule “A” mentioned land as described and particularized in the Schedule - “B” below, considering the price so offered by the Purchaser as fair reasonable and highest in the prevailing market therefore, free from all encumbrances.

AND NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

- 1) That in pursuance of the said offer and acceptance and also in consideration of a sum of R Rs. _____/- (Rupees _____) only paid by the Purchaser to the developer on the instructions of the Vendor (the receipt whereof the Vendor and the developer do hereby acknowledge and grant full discharge to the Purchaser from the payment thereof). The Vendor/Developer also do hereby grant, convey, assign and transfer into the Purchaser the

said property hereby sold fully described in the schedule 'B' below, free from all encumbrances and makes over possession thereof together with all rights, liberties, privileges, easements, appendices, appurtenances belonging to or any way appertaining to the said property as the absolute estate and all the rights, title and interest of the Vendor into or upon the said property hereby sold **TO HAVE AND TO HOLD** the same subject to the payment of rent payable to the landlord the State of West Bengal.

- 2) That the Purchaser 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 /Developer from selling, transferring assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
- 3) That the Purchaser will obtain his own independent electric connection from the W.B.S.E.D.C.L. Siliguri for his electric requirement as well as the electric consumption bill will be paid by the Purchaser, the Vendor shall have no responsibility in this respect. The Vendor/Developer shall charge and the Purchaser agrees to pay one time infrastructure development cost in relation to installation of new electric connection which shall depend of the usage capacity opted by the Purchaser.
- 4) That the Vendor/Developer do hereby covenants that till this day all Municipal Taxes, Land Revenue and /or any other charges / dues have been paid property hereby transferred is free from all encumbrances charges, liens, attachments, lispences, mortgages and all or any other liabilities whatsoever and in the event of any contrary the Vendor shall be liable to make good the loss or injury which the Purchaser may suffer or sustain in consequence thereof.

- 5) That the Vendor/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 Vendor/Developer proportionately with the Purchaser unless separately levied upon and charged for.
- 6) That the Vendor declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that the Vendor 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 to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recital made hereinabove and hereinafter are all true and in the event of any contrary, the Developer shall be liable to make good the loss or injury which the Purchaser may suffer or sustain in resulting there from.
- 7) That the Vendor/Developer further covenants with the Purchaser that if for any defect of title or for act done or suffered to be done by the Vendor, the Purchaser are deprived of ownership or of possession of the said property describe in the Schedule – B below or any part thereof in future, then the Developer shall forthwith return back the entire sum paid by the Purchaser with interest @ 12% P.A. to the Purchaser from the date of deprivation of ownership or of possession and the Developer shall further pay adequate compensation to the Purchaser for any loss or injury which the Purchaser may suffer or sustain in consequence thereof.
- 8) That the Purchaser shall have the right to get his name mutated with respect to the said Schedule 'B' property both at the office of the B.L. & L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay Municipal taxes as may be levied upon them from time to time.

- 9) That the Purchaser 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 any other person.
- 10) That the Purchaser 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 of the said building.
- 11) That the Purchaser shall maintain and repair the internal portion of the said flat without causing any damage to the adjacent unit.
- 12) That the Purchaser shall use the said property for his residential purpose and in such a manner so that it dose not cause nuisance to the occupiers of other units of the building nor shall use the same for any illegal or immoral purpose against the Public Policy.
- 13) That the Purchaser 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 impartial.
- 14) That the Purchaser shall only be allowed to use and enjoy the top roof of the building jointly with other co-owners but shall not claim any exclusive proprietary right of top roof of the said building in any manner whatsoever.
- 15) That the Purchaser shall be entitled to use and pay such proportionate charges for common facility as will be determined by the Vendor/Developer till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.
- 16) That the Purchaser shall from the date of taking possession of the said flat, regularly and in every month pay in advance or before the 7th day of every month the proportionate share of the common maintenance costs, charges and expenses, more fully and particularly describe in Schedule "C" below.

- 17) That the Purchaser shall not encroach upon any portion of the land or building carved out by the Vendor/Developer for the purpose of road, landings stairs or other community purpose/s and in the event of encroachment 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 unauthorized act or nuisance by force and the Purchaser 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.
- 18) That the Purchaser shall not throw or accumulate any dirt, rubbish, garbage or other refuse or permit the same to be thrown or accumulated in the said flat or in any position of the building.
- 19) That the Purchaser shall not at any time demolish or cause to be demolished or damaged the said property being constructed and/or constructed on the below Schedule "A" land.
- 20) That the Purchaser agrees that the property referred to here-in-above mean the property of the Purchaser specifically mentioned in Schedule "B" here-in-below.
- 21) That the Vendor confirms that the Purchaser is the owner of the property specifically mentioned in schedule "B" here-in-below and as also confirm that the sale made by the Vendor is valid. The Vendor has no claim upon the said Flat together with common portions as in proportionately owned by the Purchaser.
- 22) That the Purchaser shall not install or affix any name plate, board or letter box at any place other than the place specified for the purpose in the said building and shall not be entitled to put up any sign board or advertisement on any part of the said building, in the corridors, common passage, the outer walls and/or parapet walls thereof.

- 23) That the Purchaser has measured the flat and is fully satisfied with the measurement and also fully satisfied with the fixture and fittings attached thereto and no claim shall be entertained in future.
- 24) That the Purchaser hereby covenants with the Vendor/Developer that he shall have no claim upon the Vendor/Developer as to the construction, quality of materials used or standard of workmanship in the construction thereof including the foundation of the building and/or Development, installation, erection and construction of common provisions and utilities.
- 25) That the Purchaser further covenants with the Vendor/ Developer 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 shall be fully responsible for it, the Vendor/Developer shall not be held responsible in any manner whatsoever.
- 26) That the Purchaser shall pay the GST (as applicable) to the Developer.
- 27) 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 and the Vendor/Developer or the other occupiers of the building shall be referred for arbitration under the Arbitration Act and in case their decision is not acceptable to any party it shall have the right to move the court at Jalpaiguri.

SCHEDULE –“A”

(Description of the land on which the said P + three storied building known as “AVIPSA” stands)

ALL THAT PIECE OR PARCEL of Vacant land measuring 0.06 Acre, at an annual rent payable to the Govt. of West Bengal now represented by the B.L. & L.R.O. Rajganj, recorded in Khatian No. 381 (R.S.), 512 (L.R.), included in part of Plot No. 376/731 (R.S.), 149 (L.R.), situated within Mouza – **DABGRAM**, J.L. No. 2, Sheet No. 12 (R.S.), 67 (L.R.), within the limits of Siliguri Municipal Corporation Ward No. 38, situated at Raja Ram Mohan Roy Road Bye Lane, East Vivekananda Pally, within the jurisdiction of Police Station Bhaktinagar, Addl. Dist. Registry Office at Bhaktinagar, Sub-Division and District Jalpaiguri, in the State of West Bengal and the said property is butted and bounded as follows:-

By the North : 10 Feet Wide Municipal Road;
By the South : Land of Ram Sarkar;
By the East : Land of Madhusudhan Paul;
By the West : 20 Feet Wide Municipal Road.

SCHEDULE – “B”

(DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL THAT piece or parcel of a residential flat measuring _____ Sq. ft. (Carpet Area) and _____ Sq. ft. (Super Built Up Area) at the _____ Floor at the _____ Floor of the said P + three storied ownership building known as “**AVIPSA**” as along with proportionate share of land which is standing on the above Schedule “A” mentioned land, recorded in Khatian No. 381 (R.S.), 512 (L.R.), included in part of Plot No. 376/731 (R.S.), 149 (L.R.), situated within Mouza – **DABGRAM**, J.L. No. 2, Sheet No. 12 (R.S.), 67 (L.R.), within the limits of Siliguri Municipal Corporation Ward No. 38, situated at Raja Ram Mohan Roy Road Bye Lane, East Vivekananda Pally, within the jurisdiction of Police Station Bhaktinagar, Addl. Dist. Registry Office at Bhaktinagar, Sub-Division and District Jalpaiguri, in the State of West Bengal and common expenses mentioned

below in the Schedule “C” & common area and facilities attached to the said building mentioned below in the Schedule “D”.

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.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, etc. including the cost of repairing renovating and replacing the same.
3. 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 such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and / or common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. 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).
7. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.

8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
9. All other expenses and / or outgoings as are incurred by the Vendor and / or the service organization for the common purposes.

SCHEDULE – “D”
(THE COMMON AREA AND FACILITIES SHALL
INCLUDE THE FOLLOWS) :-

1. The Plot/Dag No. 376/731 (R.S.), 149 (L.R.) at Raja Ram Mohan Roy Road Bye Lane, East Vivekananda Pally, P.O. Rabindra Sarani, P.S. Bhaktinagar, Dist. Jalpaiguri, with all rights and appurtenances belonging thereto.
2. The foundation, column, girders, beam, supports, roof, ways, main walls, corridors, lobbies, stairs ways, passages and entrance and exits to and from the premises to the Siliguri Municipal Corporation Road.
3. The yards and open space.
4. Installation of common service such as light, water and sewerage, etc.
5. All other parts of the property necessary or convenient to its existence and safety or normally in common use.
6. Such other common facilities as may be specifically provided for.
7. All the staircases, landings and electrical fittings of the staircases and landings.
8. All the drains, sewerage and rain water pipes, septic tanks.
9. Boundary wall, Main Gate, entire top roof, etc.

Separate sheet containing the finger prints of the Vendor and the Purchaser is annexed herewith.

IN WITNESS WHEREOF, WE, THE VENDOR AND DEVELOPER / CONFIRMING PARTY DO HEREUNTO SET AND SUBSCRIBE OUR HANDS ON THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :-

1.

Signature of Vendor

2.

Signature of the Developer/
Confirming party.

Drafted by me and computerized
in my chamber :

Advocate / Siliguri,
Enrolment No.