

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 2

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

BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD	
PROJECT NAMED	AMBIENCE
RESIDENTIAL FLAT / UNIT No.	
FLAT SITUATED IN FLOOR	FLOOR
BLOCK / TOWER No.	
FLAT MEASURING RERA CARPET AREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)	SQUARE FEET SQUARE FEET SQUARE FEET
ALONG WITH ONE SERVANT QUARTER No. MEASURING SITUATED IN FLOOR BLOCK / TOWER No.	SQUARE FEET FLOOR
TOGETHER WITH RIGHT TO PARK _____ CAR___ AT AN AREA MEASURING	SQUARE FEET SQUARE FEET
CONSIDERATION	Rs.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 3

::BETWEEN::

....., son of, having PAN :
..... by Religion, Indian by
Nationality, by Occupation, Resident of
....., P.O., P.S , Pin Code-
....., District, in the State of -
HEREINAFTER _____ referred to and called as the **“PURCHASER”**
(which expression shall, unless repugnant to the context or meaning thereof,
mean and include heirs, executors, administrators, legal representatives
and assigns) of the **“ONE PART”**.

AND

1. MANJUSHREE TEA AND INDIA PRIVATE LIMITED (PAN : AADCM6852A), a Private Limited Company, Registered under the Companies Act, having CIN - U15491WB1994PTC062245 dated 11.03.1994, having its registered Office at 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, Represented by one of its authorised **DIRECTOR, SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA**, son of Sri Sushil Kumar Berlia, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal;

2. SMT. MANJU DEVI BERLIA, (PAN: ADIPB4819P), wife of Sri Sushil Kumar Berlia,

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 4

3. SRI HARSH BERLIA ALIAS HARSH KUMAR BERLIA, (PAN: ACVPB7431P), son of Sri Sushil Kumar Berlia,

4. SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA, (PAN: ACVPB7420Q), son of Sri Sushil Kumar Berlia and,

5. SRI GAURAV BERLIA, (PAN: AJDPB6142L), son of Sri Sushil Kumar Berlia,

All are Hindu by Religion, Indians by Nationality, Business by Occupation, No. 2, 3, 4 and 5 are Residents of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - **HEREINAFTER JOINTLY AND COLLECTIVELY** referred to and called as the **“VENDORS / SECOND PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted an assigns) of the **SECOND PART**. That the abovenamed **VENDORS NO. 2, 3 and 5** herein are being **represented** by their Lawfully Constituted **ATTORNEY:- SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA** (the **VENDOR No. 4** herein) appointed vide a registered **General Power of Attorney** dated 27.06.2024, being Document No. I-4359 for the year 2024, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND

BERLIA DEVELOPERS, a Partnership Firm, (PAN : AAXFB3168M), having its Office at Berlia Complex, 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, Represented by one of its Authorised **PARTNER, SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA**, son of Sri Sushil Kumar Berlia, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 5

Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal - **HEREINAFTER** referred to and called as the “ **DEVELOPER / PROMOTER / THIRD PARTY**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, executors, administrators, successors-in-interest and permitted an assigns) of the **THIRD PART**.

AND

SRI SUSHIL KUMAR BERLIA, (PAN: ADIPB4820C), son of Late Madanlal Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - Hereinafter referred to and called as the “**CONFIRMING PARTY / FOURTH PARTY**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted an assigns) of the **FOURTH PART**. Represented by his Lawfully Constituted **ATTORNEY:- SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA** (the **VENDOR No. 4** herein) appointed vide a registered **General Power of Attorney** dated 27.06.2024, being Document No. I-4359 for the year 2024, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

I. WHEREAS the VENDOR No. 1 – MANJUSHREE TEA AND INDIA PRIVATE LIMITED is the owner of all that pieces or parcels of **Land in Total Measuring about 0.6234 Acre** by virtue of purchase vide the following registered Deeds of Conveyance :-

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 6

(1) Dated 06.08.2012, being Document No. I-3163 for the year 2012, registered in the office of District Sub-Registrar, Jalpaiguri executed by Smt. Ira Roy, wife of Sri Kiran Chandra Roy, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

(2) Dated 16.08.2012, being Document No. I-3159 for the year 2012, registered in the office of District Sub-Registrar, Jalpaiguri executed by Smt. Ira Roy, wife of Sri Kiran Chandra Roy, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

(3) Dated 18.04.2001, being Document No. I-1337 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

(4) Dated 17.04.2001, being Document No. I-1340 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

(5) Dated 19.04.2001, being Document No. I-1342 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

(6) Dated 17.04.2001, being Document No. I-1345 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever and

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 7

(7) Dated 16.04.2001, being Document No. I-1348 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

II. WHEREAS the VENDOR No. 2 – SMT. MANJU DEVI BERLIA is the owner of all that pieces or parcels of **Land in Total Measuring about 2.3486 Acre** by virtue of purchase by virtue of registered Deeds of Conveyance (1) dated 03.04.1980, being Document No. I-1960 for the year 1980 registered in the Office of the Additional District Sub Registrar Jalpaiguri, (2) dated 16.07.1986, being Document No. I-4818 for the year 1986 registered in the office of the District Sub Registrar, Jalpaiguri and (3) WILL of Late Parwati Devi Agarwala @ Parbati Debi, wife of Late Madanlal Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

III. WHEREAS the VENDOR No. 3 – SRI HARSH BERLIA @ HARSH KUMAR BERLIA is the owner of all that piece or parcel of **Land in Total Measuring about 1.84 Acre** by virtue of a registered Deed of Conveyance dated 30.08.1985, being Document No. I-4221 for the year 1985 registered in the Office of Sadar Joint Sub Registrar, Jalpaiguri executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a WILL of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

IV. WHEREAS the VENDOR No. 4 – SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA is the owner of all that piece or parcel of **Land in Total Measuring about 1.84 Acre** by virtue of a registered Deed of Conveyance dated 30.08.1985, being Document No. I-4221 for the year 1985 registered in the office of Sadar Joint Sub Registrar, Jalpaiguri executed by

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 8

Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a WILL of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

V. WHEREAS the VENDOR No. 5 – SRI GAURAV BERLIA (AGARWALA) is the owner of all that piece or parcel of **Land in Total Measuring about 1.84 Acre** by virtue of a registered Deed of Conveyance dated 16.07.1986, being Document No. I-4817 for the year 1986 registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a WILL of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS in this manner the abovenamed: -

- (1) MANJUSHREE TEA AND INDIA PRIVATE LIMITED;**
- (2) SMT. MANJU DEVI BERLIA;**
- (3) SRI HARSH BERLIA @ HARSH KUMAR BERLIA;**
- (4) SRI DEEPAK BERLIA @ DEEPAK KUMAR BERLIA and;**
- (5) SRI GAURAV BERLIA;**

(the **VENDORS** herein) became the absolute owners of their aforesaid land respectively and ever since then the Vendors are in exclusive and peaceful possession of the aforesaid land respectively without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the names of the **VENDORS** have been mutated and recorded their respective aforesaid land in the concerned B.L.&L.R.O. Rajganj in the Record of Rights (R.O.R) and separate L.R. Khatians were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955 i.e.;

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 9

(i) Being **L.R. Khatian Nos. 66 and 102** in the name of **Manjushree Tea and India Private Limited** - the **VENDOR No. 1** herein;

(ii) Being **L.R. Khatian Nos. 71 and 112** in the name of **Smt. Manju Devi Berlia** - the **VENDOR No. 2** herein;

(iii) Being **L.R. Khatian No. 69** in the name of **Sri Harsh Berlia @ Harsh Kumar Berlia** - the **VENDOR No. 3** herein;

(iv) Being **L.R. Khatian No. 70** in the name of **Sri Deepak Berlia @ Deepak Kumar Berlia** - the **VENDOR No. 4** herein and;

(v) Being **L.R. Khatian Nos. 68 and 113** in the name of **Sri Gaurav Berlia @ Gaurav Kumar Berlia** - the **VENDOR No. 5** herein.

AND WHEREAS the abovenamed **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5** herein along with Confirming Party herein, out of their aforesaid land, thereafter have amalgamated their respective plots of land. That the Vendors out of the said amalgamated land; (i) land measuring about 0.6234 Acre more or less of the Vendor No. 1; (ii) land measuring about 0.8803 Acre more or less of the Vendor No. 2; (iii) land measuring about 0.3861 Acre more or less of the Vendor No. 3; (iv) land measuring about 0.3861 Acre more or less of the Vendor No. 4 and; (v) land measuring about 0.1360 Acre more or less of the Vendor No. 5; being **LAND IN TOTAL MEASURING 2.4119 ACRE** more particularly described in the **SCHEDULE "A"** below ("Said Land") have decided to build a Residential Complex, which is to comprise of building/s to be constructed thereon under a common building plan for their mutual common benefits.

AND WHEREAS the **VENDOR No. 1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5** herein along with **CONFIRMING PARTY** herein have entered into a Partnership under the

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 10

name and style of **“BERLIA DEVELOPERS”** (the **DEVELOPER** herein) being the Partnership Firm and the said Firm also being the Developer/Promoter/Third Party of these presents to build/carry out the construction work of the building/project. The **VENDOR No.1**, **VENDOR No. 2**, the **VENDOR No. 3**, **VENDOR No. 4** and **VENDOR No. 5** herein have also contributed their respective Schedule “A” land into the said Partnership Firm to develop the said Complex. The **VENDORS NO. 2, 3, 4, 5** and **CONFIRMING PARTY** herein have also contributed their respective land in total measuring about 0.5488 Acre being about 33 Feet wide Internal Road/Passage connecting the Main Sevoke Road and the said Complex/Berlia Complex and areas falling adjacent and nearby the said Ambbience, for ingress and egress only.

AND WHEREAS the Vendors/Developer being desirous of constructing Residential Multistoried Building/s Complex over and upon the said piece or parcel of land, which are contiguous situated side by side, which is more particularly described in Schedule-“A” given hereunder and for such purpose a building plan was duly sanctioned and approved by the Siliguri **Municipal Corporation** being **Plan No. 0109146207900042** dated **02.10.2020** for **G + XI STORIED RESIDENTIAL BUILDING** Complex on and upon the said land of the Vendors which is free from all encumbrances and charges whatsoever.

AND WHEREAS to distinguish the proposed residential complex and with a view to assign a unique identity to the said building/s complex, the Vendors/Developer herein have jointly decided to name the said residential building/s complex as **“AMBBIENCE”** (hereinafter referred to as the **“PROJECT”**). It is stated that the name of the complex will always remain unchanged.

AND WHEREAS the said building/s complex named **“AMBBIENCE”** comprises of **FOUR BLOCKS / TOWERS**, being **BLOCK/TOWER - 1**, **BLOCK/TOWER - 2**, **BLOCK/TOWER - 3** and **BLOCK/TOWER - 4**.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 11

Each Block/Tower comprises of several flats/servant quarters/parkings/units/constructed spaces along with common facilities.

AND WHEREAS the Vendors/Developer have also registered the Project with the West Bengal Real Estate Regulatory Authority (WBREERA) being Project Registration No. **WBREERA/P/JAL/2023/000193** dated **13.06.2023**.

AND WHEREAS the Vendors/Developer have now decided to convey an Apartment, being a **Residential Flat** (herein referred to as the said “Unit”) along with a **Servant Quarter** and **Right to Park** 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 given herein below:-

RESIDENTIAL FLAT / UNIT No.	
FLAT SITUATED IN FLOOR	FLOOR
BLOCK / TOWER No.	
FLAT MEASURING RERA CARPET AREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)	SQUARE FEET SQUARE FEET SQUARE FEET
ALONG WITH ONE SERVANT QUARTER No. CARPET AREA SITUATED IN FLOOR BLOCK / TOWER No.	SQUARE FEET FLOOR
TOGETHER WITH RIGHT TO PARK ___ CAR ___ AT AN AREA MEASURING	SQUARE FEET

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 12

AND WHEREAS the Purchaser/s being in need of ownership accommodation for residential use in the locality where the said building/s complex is situated, has/have approached the Vendors/Developer and expressed his/her/their/ desire to have/purchase a Residential Flat along with a Servant Quarter and Right to Park and then has/have examined and inspected the documents of title of the Vendors to all that piece or parcel of land as morefully described in the Schedule "A" given herein below, Site Plan, Building Plan duly approved and sanctioned by the Siliguri Municipal Corporation and has/have also seen and inspected the construction of the said building/s complex to the extent constructed as on the date of execution of these presents and after satisfying herself/ himself/itself/ themselves, about the title of the Vendors as well as the standard of construction, the Purchaser/s has/have decided to purchase the Schedule "B" Property and as such have entered into an Agreement of Sale with the Vendor herein.

AND WHEREAS the Vendors/Developer have also offered to the Purchaser/s all that the said Schedule "B" Property, together with undivided proportionate interest appurtenant to the said Schedule "B" Property and in the common areas and facilities as also described in Schedule "D" given herein below and in the said piece of land morefully and particularly described in the Schedule "A" hereunder written free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever for the valuable consideration amount mentioned hereinbefore and hereinafter.

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 have also accepted the price so offered by the Purchaser/s as fair, reasonable and highest and has agreed to sale the said Schedule "B" property, morefully given herein below and has finally agreed to execute the Deed of Conveyance (Sale) of the Schedule "B" property

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 13

in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule "B" property together with the undivided proportionate share in the land on which the same stands for a total consideration amount mentioned hereinbefore and hereinafter and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

- 1. CONSIDERATION:-** That in consideration of full and final amount of **Rs. _____/- (Rupees _____ Only)** paid by the Purchaser/s to the Developer vide Cheques/NEFT/RTGS/D.D., the **RECEIPT** of which is acknowledged by all the Vendors and the Developer by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer do 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 absolutely and forever subject to the payment of proportionate rent, etc., to the Government of West Bengal.

- 2. THAT THE VENDORS/DEVELOPER HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-**
 - A. That the Schedule "B" property hereby sold granted and conveyed or expressed or intended so to be is free from all claims, demands, encumbrances, liens, attachments and lispendens whatsoever.

 - B. That the Vendors/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the 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

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 14

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.

- C. 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 Schedule "B" property without any obstruction or hindrance whatsoever.
- D. That the Vendors/Developer hereby covenant with the Purchaser/s 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 peacefully without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under the Vendors/Developer 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.
- E. That the Vendors/Developer will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule "B" property.
- F. 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/s complex which shall

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 15

be borne by the Vendors/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.

- G. That the Vendors/Developer have not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Schedule “B” property thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached, encumbered or affected in title or otherwise.
- H. That the Vendors/Developer hereby declare and covenants with the Purchaser/s that there exists no mortgage, charge, attachment or any encumbrances whatsoever on the Schedule “B” property hereby sold and conveyed, expressed or intended so to be or any part thereof and the Vendors/Developer have not entered into any binding contract with any other person or persons for sale of the said property or any part of these presents and that the Schedule “B” property hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Vendors/Developer on the date of these presents and is free from all encumbrances and charges and the Vendors/Developer covenants with the Purchaser/s that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrance whatsoever with respect to the Schedule “B” property the Vendors/Developer shall be liable to compensate the Purchaser/s adequately for the loss or injury sustained or to be sustained by the Purchaser/s in consequence thereof.
- I. 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.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 16

3. THAT THE PURCHASER/S HEREBY COVENANT WITH THE VENDORS/DEVELOPER AS FOLLOWS:-

- A. That the Purchaser/s has/have examined and inspected the Documents of Title of the Vendors, 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/s complex to the extent constructed as on the date of execution of these presents and the RERA Carpet Area, Built Up and Super Built Up Area of the Schedule “B” property and have satisfied himself/ herself/themselves about the title of the Vendors/Developer 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 Vendors/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building/s complex and/or development, installation, erection and construction of the common provisions and utilities.
- B. That prior to this Deed of Conveyance, the Purchaser/s has/have surveyed and measured the area of the Schedule “B” property and upon being fully satisfied has/have entered into this Deed of Conveyance and as such the Purchaser/s shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his/her/their right, if any, to do so.
- C. That the Purchaser/s hereby covenants with the Vendors/Developer not to dismantle the Schedule “B” Flat and Servant Quarter hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and shall use the same exclusively for residential purposes.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 17

- D. That the Purchaser/s undertakes not to park any vehicle in the others parking areas, common areas, pathways and passages within the said building/s complex.
- E. That the Purchaser/s will obtain its/his/her/their own independent electric connection/s from the W.B.S.E.D.C. Ltd., for his/her/their electric use and requirements and the connection charges as well as the electric consumption bills will be paid by the Purchaser/s, the Vendors/Developer Agency/ Association shall have no responsibility or any liability in this respect. That the electric transformers installed in the building/s complex shall be for the common use for the occupants of the building/s complex.
- F. That the Purchaser/s shall immediately at his/her/their cost shall apply for obtaining mutation of his/her/their name/s as the owner/s of the Schedule "B" property both at the Office of the concerned 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 it/him/her/them from time to time though the same has not yet been assessed. However, if the Schedule "B" property is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed municipal tax and other taxes and imposition payable in respect of the building as may be determined and fixed by the Vendors/Developer and upon appointment of the Facility Management Company (FMC)/Agency/Association in such FMC/ Agency/Association without raising any objection whatsoever.
- G. That the Purchaser/s shall from the date of possession of the Schedule "B" property whether physical possession of the same is taken or not by the Purchaser/s pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 18

- H.** That the Purchaser/s shall at all times from the date of possession, irrespective of the Purchaser/s taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cess including but not limited to, multi-storied building/s tax, GST, water tax, land tax, property tax, if any, and other levies impositions and outgoings (hereinafter referred to as the Rates and Taxes) which may from time to time be imposed or become payable in respect of the Schedule “B” property and proportionately for the Complex as a whole and proportionately for the common parts and portions and until the mutation is effected in the name/s of the Purchaser/s, the Purchaser/s shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the said Facility Management Company(FMC) /Agency/Association, to such FMC/Agency/Association.
- I.** That the Purchaser/s shall use the Schedule “B” Flat and Servant Quarter for residential purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other Occupiers/Purchaser/s of the Project.
- J.** That the Purchaser/s shall not make any obstruction or store or keep any article in the common areas and facilities areas.
- K.** That the Purchaser/s shall not do or suffer to be done anything in or to the Schedule “B” property which may adversely affect the Schedule “B” property and/or the building/s complex.
- L.** That the Purchaser/s shall not enclose the terrace/deck/balconies/utility areas if any under any circumstances without written consent of the Vendors/Developer and/or Agency/Association as and when it is formed.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 19

- M. That the Purchaser/s shall install the air conditioning equipment in the conspicuous place of the building/block/tower as specified by the Vendors/Developer/Agency, without disturbing the inner beauty and outer elevation of the building. That the Purchaser/s shall in no way display any sign board on the outer portion of the building/block/tower thus affecting the elevation, design, color scheme, beauty of the complex.
- N. That the Purchaser/s further covenant with the Vendors/Developer not to injure, harm or cause damage to any part of the building/complex 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 Vendors/Developer shall not be held responsible in any manner whatsoever.
- O. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building/s complex 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.
- P. That the Purchaser/s shall permit entry at all reasonable times to the Vendors/Developer and/ or their agents, employees, representatives, architect engineers, technicians, plumbers, electricians, carpenters, masons, building's 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/s complex including the common portions and areas or any part or parts thereof.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 20

- Q. That the Purchaser/s agrees and covenants that the Vendors/Developer shall be at absolute liberty to sale the unsold part and portions of the Project as the case may be.
- R. 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 manner which may cause annoyance to the other occupiers/occupants of the said building/s complex.
- S. That if any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Schedule “B” property and appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchaser/s.
- T. That the Purchaser/s and all other persons deriving title under him/her/them shall and will at all times hereafter shall observe the restrictions/rules regarding the user of the Schedule “B” property and also the obligations set forth herein.
- 4. THAT THE PURCHASER/S SHALL ALSO HAVE THE FOLLOWING RIGHTS IN RESPECT OF THE SAID UNIT/ SCHEDULE “B” PROPERTY:-**
- A. 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 said property to whomsoever.
- B. The Purchaser/s and all persons authorized by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Amenities and Facilities of the Project.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 21

- C. 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.
 - D. The right to free and uninterrupted passage of water, electricity (as per the supply from the concerned authorities), sewerage, etc., from and to the Schedule “B” property through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the said building/block/tower, or any part of the land complex.
 - E. The right of entry and passage for his/her employees, agents and visitors or workmen at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the Schedule “B” property without causing disturbance as far as possible to the other purchaser/s/occupiers and making good any damage caused.
- 5. THE PURCHASER/S FURTHER AGREES AND UNDERTAKES NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-**
- A. Not to store /stock / bring into / keep in the said Schedule “A” / Schedule “B”/Unit/Property/Building/s 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 buildings complex.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 22

- B.** Not to damage, demolish or cause to be damaged or demolished the said Schedule “A”/Schedule “B”/Unit/Building/s Complex/Project or any part thereof or the fittings and fixtures or the common areas, utilities and facilities thereto.
- C.** Not to obstruct the lobbies, entrance, stairways, pathways, common passages and keep them free for ingress and egress.
- D.** 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 Schedule “A” / Schedule “B”/Unit/Building/s Complex/Project or any part of the said building/s or caused increased premium payable in respect thereof of the said building/s or the complex, if insured.
- E.** Not to use the said Residential Flat and Servant Quarter other than the residential purpose.
- F.** Not to encroach upon any portion of the land or building/s carved out by the Vendors/Developer for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendors/Developer and/or Agency/Association 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.** That the Purchaser/s shall not put up or affix any board, name plate or other things provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name board in the place as specified and prior approved by the Vendors/Developer. No radio or television aerial shall be attached to or hung from the exterior of the building.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 23

H. No use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution save the battery operated inverter.

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

- A. That the Purchaser/s agrees and undertakes to co-operate with the Vendors/Developer Agency 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 Agency may require for the purposes of safeguarding the interest of the occupants of the said complex.
- B. That the Purchaser/s shall be liable to pay taxes and fees that may be charged/imposed by any government authorities or statutory bodies, taxes such as GST, service tax duties, cess, fees, real estate taxes other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied imposed upon or claimed to be owed in any relevant jurisdiction, by the State or the Central Government and/or any appropriate authorities concerned on the construction and sale of the Schedule "B" property.
- C. That the Purchaser/s shall keep the 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 if any, any dirt or other substances anywhere in the complex or otherwise.
- D. That the Purchaser/s shall always observe and perform all the rules and

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 24

regulations which the Vendors/Developer/FMC/Agency or the Association or Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Units therein and for the observance and performance of the building's rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Vendors/Developer/FMC/Agency/Association/Apex Body regarding the occupancy and use of the Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings as the case may be.

- E. That the Purchaser/s shall always co-operate with the Vendors/Developer FMC/Agency/Association/Apex Body as may be and in the management and maintenance of the said Project/Complex.
- F. That the Purchaser/s undertakes that he/she/they/it shall form and become the member of FMC/Agency/Association as may be of 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.
- G. That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the Schedule "B" property and not to do anything which has the effect of affecting the structural stability of the building/block/tower and/or the complex.

7. INTERNAL ROAD / PASSAGE:-

- A. That it is hereby clarified that there is a 33 Feet approx. wide Internal Road/Passage comprising land measuring about 0.5488 Acre of the

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 25

Vendors No. 2, 3, 4, 5 and Confirming Party herein connecting the Main Sevoke Road and the said Complex/Berlia Complex and areas falling adjacent and nearby the said AMBBIENCE, for ingress and egress only.

- B.** That the Purchaser/s shall use the 33 Feet approx. wide Internal Road/Passage of the Vendors No. 2, 3, 4, 5 and Confirming Party herein connecting the Main Road and the said building/s complex and area falling adjacent and nearby or within the said complex for ingress and egress only and shall have no claim, right, title, possession or any interest over and into the said Internal Road/Passage save and except right to ingress and egress only. Furthermore, the Purchaser/s shall not object or obstruct or block the said Internal Road/Passage in any manner whatsoever. In case of any encroachments, the Vendors/Developer /Confirming Party or any authority designated / nominated / appointed by the Vendors/Developer, acting as such at the relevant time, shall be entitled to remove such unauthorized act or nuisance by force and the concerned person/s causing such nuisance or unauthorized obstruction/blockade shall be legally bound to repay the entire cost and expenses including damages, if any, caused by such nuisance and its subsequent removal.

8. CLUB HOUSE:-

- A.** That the Purchaser/ of these presents by virtue of purchase of the Schedule "B" property shall be deemed to have been the member of the said Club. It is further stated that Club House Membership shall only consist of members who are the habitant/s of the said Project Ambbience/Phase-II/Complex.
- B.** That Club Membership will not create any right, title, interest over and above the said complex in anyway. It is stated that Club Membership shall strictly mean and is restricted to the Club Membership only.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 26

- C. That Club House shall also include chargeable amenities and facilities to which the occupants of these presents shall have no free access at all.
- D. That the amenities such as Swimming Pool, Gym, Games Room, Yoga Room, are the property of the Club House only and shall always exclusively remain and form part of the Club House only. In no case such amenities shall be construed otherwise.
- E. In case any annual or monthly maintenance is required for the smooth and regular functioning of the Club House, then the same shall be duly borne/paid by the Members of the Club House.
- F. The Club House shall make its own rules and bye laws, for the smooth running, functioning of the said Club House and the occupants herein shall be guided and binded by all such rules and bye laws and shall not any raise any objection to the same. That in case of default in payments of Club expenses /fees / subscriptions etc., by any of its members, then the said member/s, shall not be allowed to avail/enjoy the services of the said Club House, till the payments of such outstanding/dues amounts.

9. MAINTENANCE :-

- A. That the Purchaser/s further agree/s and consent/s to the appointment by the Vendor of any agency, firm, corporate body, organization or any other person (Facility Management Company/ Maintenance Agency) to manage, upkeep and maintain the Schedule "B" property in the Project together with the building/s/structure/s, land and such other facilities including sewerage treatment plant, garbage, disposal system, etc. that the Vendor may require to install, operate and maintain, common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company/Agency shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Purchaser/s' proportionate share of the

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 27

outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company/Agency shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/apex body/apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Vendor has or may have to enter into with the Facility Management Company/Agency. It is hereby clarified and the Purchaser/s agrees and authorizes the Vendor to appoint the first Facility Management Company/Agency in the Project and post formation of the association/society/agency/apex body, as the case may be, the Vendor will novate the Facility Management Agreement (“FM Agreement”) in favour of the association/society/apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company/Agency appointed by the Vendor or appoint a new Facility Management Company/Agency as it may deem fit. It is further expressly understood that the Vendor shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association/apex body/apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company/Agency in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

- B.** That the Purchaser/s shall be entitle to use and pay such proportionate charges for common facilities such as repair and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweepers, choukidar, security, garden maintenance, common electric bills, generator, lifts, etc. as will be determined by the Vendors/Developer/Facility Management Company/ Agency as the case may be.
- C.** Further the Purchaser/s also agrees to pay the necessary fees as may be determined by the Vendors/Developer/Facility Management Company/

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 28

Agency. The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendors/Developer/Facility Management Company/Agency, for the purposes of framing rules for management of the Building/structure/s and use of the Schedule "B" property by the Purchaser/s for ensuring safety and safeguarding the interest of the Vendors/Developer/Facility Management Company/Agency and other Purchaser/s of the Units in the Building/structure/s and the Purchaser/s also agrees and confirms not to raise any disputes/claims against the Vendors/Developer/Facility Management Company /Agency and other Purchaser/s of the Units in the Complex in this regard.

- 10.** That the Purchaser/s further agree/s and consent/s that in addition to the Maintenance charges, the Purchaser/s shall also pay/provide from time to time, as may be specified and demanded by the Vendors/Developer/Maintenance Agency to contribute to a 'Replacement Fund', which shall be utilized for the express object of providing for replacement or refurbishing of capital / maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the said Complex.
- 11.** That the Purchaser/s shall be entitled to pay maintenance charges for common facilities as will be determined by the Vendors/Developer/Facility Management Company/Agency/Association as may be. 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.
- 12.** That in case the Purchaser/s makes default in payment of the proportionate share towards the said Maintenance Charges and the Common Expenses (described in the Schedule "C" given herein under) within time allowed by the Vendors/Developer/Facility Management Company/Agency/Association as may be, then the Purchaser/s shall be liable to pay interest for the period

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 29

of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendors/Developer/Facility Management Company/Agency or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer/Facility Management Company/Agency/ Association 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 Vendors/Developer/FMC/Authority/Agency/ Association acting at such relevant time, shall be final and binding.

13. That all the standard firefighting equipments, lift facilities, etc. as envisaged herein have been installed in the said Project and the entire responsibility of maintaining the same including renewal of their licenses, etc., shall be of the occupants/owners/company/association/agency as may be of the said Project.

14. That the Vendors/Developer/Maintenance Agency/Association as may be shall have rights of unrestricted access of all Common Areas in the Project for providing necessary maintenance services and to enter into the Units or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect if any.

15. GENERATOR :-

A. That the Vendor has installed (Diesel Generator) D.G. set for power back up in all the Residential Units and for the lightning of the common areas, car parking spaces and for the running of the common utilities of the said Complex.

B. The load that the Vendor has set for all individual units shall remain unchanged irrespective of the load capacity of individual unit. The

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 30

charges for the usage of load within the allotted capacity shall remain a decision or a part of maintenance under the Vendors/Developoer// Facility Management Company/Agency as the case may be.

C.The Generator Charges shall be payable on and from the date of the Purchaser/s taking possession of the his/her/their respective units. The Vendor/Facility Management Company/ Agency or the Association acting at the relevant time shall raise every month the bills on the Purchaser/s for the Generator Charges, which will be payable by the Purchaser/s within seven days from the date of the Purchaser/s receiving the same. The Generator Charges shall be subject to change from time to time based on variation in costs of maintenance and other costs of the D.G. Set.

D.The D.G. set will be operated by the Vendor/Facility Management Company/Agency or the Association acting at the relevant time on commercial basis to ensure a reasonable return for the effort being made in respect of the operation of D.G. set.

E.The running and maintenance costs and expenses of the D.G. set shall be borne by the Purchaser/s and shall be included in the maintenance costs/expenses.

16. PARKING :- That it is clarified that allotted parking space will entitle the Purchaser/s the right to park only _____ light motor vehicle. In case transfer of Schedule “B” property, the parking space shall be transferred along with the Schedule “B” property. The Purchaser/s shall always park his/her/their vehicle in the car parking space marked and allotted to him/her/them/it by the Vendor and not anywhere else in the said Complex. That the Purchaser/s may be allotted car parking anywhere in the said Complex in line with the sanction plan approved by the competent authority. The Purchaser/s agrees to use the car parking space only for

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 31

parking his/her/their vehicle and not for any other purpose. Similarly, the Purchaser/s shall not keep in the parking place anything other than the private motor car or motor cycle and shall not raise up any kutchra or pucca constructions/structure, grilled wall or enclosure thereon or part thereof in the said car parking space. The Purchaser/s shall not park the vehicle on the pathways or common areas or open spaces of the said complex. Further the Purchaser/s shall co-operate with the other owner/s of the parking space and shall not park the car in such manner which may cause annoyance to the other owner/s of the parking space of the said building. However, in case of back to back parkings the Purchaser/s shall co-operate with the other co-owner/s as necessary.

17. EXTENSION :-

- A. That the Vendors/Developer /Confirming Party have made clear to the Purchaser/s that they may carry out extensive developmental/constructions activities/new Projects or Phase-II or Residential/Commercial Projects in future by taking the benefits of the said Internal Road/Passage of the Vendors No. 2, 3, 4, 5 and Confirming Party in the entire area falling adjacent and nearby the Project AMBBIENCE or within the complex known as "BERLIA COMPLEX" and that the Purchaser/s has/have confirmed/ assured that he/she/they/it shall not raise any objections or make any claim due to such developmental/construction activities/residential/ commercial or mixed or use of the said Internal Road/Passage in any manner whatsoever.
- B. That the Purchaser/s has/have been aware of such right of the Vendors/Developer/Confirming Party and have considered the same after obtaining independent advice and by joining in this indenture, expressly records his/her/their consent(s) to such further utilization of the total land/Berlia Complex by the Vendors/Developer /Confirming Party at the sole discretion of the Vendors/Developer/Confirming Party at any time in future without any need for further consent(s) of the Purchaser/s.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 32

- C. That the Vendors/Developer / Confirming Party in due course of time deems fit and proper to extend this said project or comes-up with new Projects or Phase-II or Residential/Commercial Projects by developing the nearby or adjacent lands or within the complex known as Berlia Complex then the Purchaser/s/habitants/ occupants of the Ambbience and said extended projects or the new projects shall not raise any objections or make any claims, on account of inconvenience, if any caused, which may be suffered by him/her/them/it due to such developmental/ construction activities or incidental/related activities. Furthermore, the habitants / occupants / purchasers of such new Projects or Phase-II/Residential/Commercial Projects also be entitled to use and enjoy the said Internal Road / Passage for ingress / egress without any objection or obstruction from the occupants of the existing projects and vise versa as may be.
- D. The Purchaser/s hereby admits and accepts that the Vendors/Developer /Confirming Party and/or employees and/or agents and/or contractors of the Vendors/Developer/Confirming Party shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. Furthermore, the Vendors/Developer/Confirming Party have further made clear to the Purchaser/s that the Vendors/ Developer/Confirming Party may cause or allow building plans for construction of new Projects/Phase-II/ Residential/Commercial Projects to be sanctioned by using or showing the internal road / passage, frontage or any other beneficial characteristics and the Purchaser/s shall have no claim/objection in this regard. That the Vendors/ Developer/Confirming Party, with the approval of the experts, have the right to do all acts, deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said complex Ambbience viz. water, drainage, etc.as the Vendors/ Developer/Confirming Party deems proper.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 33

E. That the Vendors/Developer /Confirming Party in due course of time deems fit and proper to extend this said project or comes-up with new Projects or Phase-II/ Residential/Commercial Projects by developing the nearby or adjacent land or within the complex known as “Berlia Complex” then the Vendors/Developer / Confirming Party can use the additional/balance FAR of the AMBBIENCE Project in any manner whatsoever and the Purchaser/s shall be deemed to have granted his/her/their consent thereto.

18. ROOF TOP/TERRACE :- That the Roof Top/Terrace shall be common to all the residential owners/occupiers of the said project. The access to the ultimate roof and use shall be common to all the others owners/occupiers subject to the condition that such access and use shall not be exercised in any manner that causes nuisance, annoyance, obstruction, or inconvenience in any manner. Provided however in case of the installation of solar system if any for the common purpose, the space from common roof top/terrace shall be used. Furthermore, no personal individual flat’s air conditioning units or any other fixtures shall be installed in the common roof top/terrace except otherwise in case if any shall be with the proper written permission from the Vendors/Developer as the case may be.

19. That it is clarified 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/s/complex is damaged, demolished then the occupiers or owners the building/s/complex shall jointly take necessary steps for reconstruction of the building/s/blocks/towers/complex dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

20. PROJECT NAME :- That it is further clarified that the name of the Project “AMBBIENCE” shall remain unchanged. The copy right/ trade mark /

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 34

property mark and all intellectual property (including the name of the complex mentioned herein) if any shall always remain and vest with the Vendors and no person, including but not limited to the Purchaser/s/Agency/ Association or the Occupant/s, shall have any claim or right of any nature whatsoever on the said intellectual property.

- 21.** That all the Stamp Duty and Registration Fees for registration of these presents for the Schedule “B” property and GST as applicable have been paid and borne by the Purchaser/s.
- 22.** That the Purchaser/s 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 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 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.
- 23.** That the headings to the clauses and articles of this Indenture are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Deed.
- 24.** The words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice-versa respectively.
- 25.** That in case of conflict between the provisions of the said Agreement of Sale and other documents if any executed between the Parties and this Deed then this Deed of Conveyance (Sale) shall override the provisions of the said Agreement of Sale and any other prior documents if any executed between the Parties hereto.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 35

- 26.** 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 referred to the Arbitral Tribunal and shall be resolved by the arbitration 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 unless the same is first referred to Arbitration and the Arbitration has given his/her award. All the proceedings are subject to the exclusive jurisdiction of the Ld. Court of Law at Jalpaiguri.

Continued to next page

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 36

SCHEDULE "A"
(DESCRIPTION OF THE PROJECT LAND)

All that piece or parcel of **LAND** in **TOTAL MEASURING 2.4119 ACRE**, situated within **MOUZA DABGRAM**, out of which Land measuring about **0.7001 Acre** appertains to and forms part of **R.S. Plot No. 478** corresponding to **L.R. Plot Nos. 45, 48, 49, 71**, Recorded in **R.S. Khatian No. 623, L.R. Khatian Nos. 66, 102, 69, 70, 68**, Land measuring about **0.5203 Acre** appertains to and forms part of **R.S. Plot No. 471** corresponding to **L.R. Plot No. 71**, Recorded in **R.S. Khatian No. 151/1, L.R. Khatian Nos. 71, 69, 70, 68** and Land measuring about **1.1915 Acre** appertains to and forms part of **R.S. Plot No. 472** corresponding to **L.R. Plot No. 71**, Recorded in **R.S. Khatian No. 622, L.R. Khatian Nos. 71, 69, 70, 68**, all under **R.S. Sheet No. 8** corresponding to **L.R. Sheet No. 36, JL. No. 2**, Pargana Baikunthapur, within the jurisdiction of **Ward No. 41** of Siliguri Municipal Corporation, Bankim Nagar, 2nd Mile, Zone name Payal Cinema Hall - Cosmos Mall, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said total land is bounded and butted as follows: -

- On the North :- Land of Mohit Paul and Others and part road;
- On the South :- Land of Teesta Barrage;
- On the East :- Land of Ujjal Sarkar and Others;
- On the West :- About 33 Feet wide Internal Road/Passage of the Vendors No. 2, 3, 4, 5 and Confirming Party connecting Sevoke Road and Land of the Vendors No. 2, 3, 4 and 5.

Continued to next page

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 37

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

ALL That Unit being a **RESIDENTIAL FLAT :-**

PROJECT NAMED	AMBIENCE
RESIDENTIAL FLAT / UNIT No.	
FLAT SITUATED IN FLOOR	FLOOR
BLOCK / TOWER No.	
FLAT MEASURING RERA CARPETAREA (BUILT-UP AREA) (SUPER BUILT-UP AREA)	SQUARE FEET SQUARE FEET SQUARE FEET
ALONG WITH ONE SERVANT QUARTER No. MEASURING SITUATED IN FLOOR BLOCK No.	SQUARE FEET FLOOR

TOGETHER with **RIGHT TO PARK _____ CAR_____** at an area measuring **135 SQUARE FEET** and **135 SQUARE FEET** at the **Ground Floor** of the Complex as marked and allotted and **TOGETHER** with the undivided proportionate right/share in the LAND on which the building/s complex stands more particularly described in the **SCHEDULE "A"** given herein above.

Continued to next page

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 38

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 machineries, lifts, fire-fighting equipments, other equipments and installations and licenses, renewal of licenses, generator, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.
3. The periodical maintenance of the all common machinery, equipments and installations including water pumps, lifts, firefighting equipments 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 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 working and maintenance of sewage treatment plant and community center.
8. Cost of working and maintenance of gardens and internal roads.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 39

9. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
10. Cost of working and maintenance of Firefighting systems and other utilities.
11. 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.
12. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
13. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions.
14. Proportionate costs and installation charges and maintenance and running expenses of the generator.
15. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
16. All other expenses and/or outgoings as are incurred for the common purposes.

SCHEDULE "D"
(COMMON PROVISIONS, UTILITIES AND FACILITIES)

1. Automatic Elevator/s.
2. AC Community Hall with Kitchen.
3. Club House.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 40

- a. Swimming Pool,
- b. Gymnasium,
- c. Games Room,
- d. Yoga Room.
4. Children Play Area.
5. Decorative Entrance Lobby.
6. Open Space and Garden.
7. Generator.
8. Indoor Games Room.
9. Meeting Room.
10. Kids Zone.
11. Guest Rooms.
12. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
13. Water Borings.
14. Sewage Treatment Plant, Rain Harvesting Tank, Drainage and sewerage and soak well.
15. Security Guards and CCTV Facilities.
16. Such other common parts, areas and equipment, installations, fixtures 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.

NOTE:- Separate Sheet/s are being used for the purpose of affixing impressions of all the fingers of the hands of the Purchaser/s, the Authorised Signatory of the Vendor No. 1, Vendor No. 4 for Self and as Constituted Attorney of the Vendors No. 2, 3 and 5, the Authorised Signatory of the Developer and the Attorney of the Confirming Party thus forming part of these presents.

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 41

IN WITNESSES WHEREOF the Authorised Signatory of the Vendor No. 1, Vendor No. 4 for Self and as Constituted Attorney of the Vendors No. 2, 3 and 5, the Authorised Signatory of the Developer and the Attorney of the Confirming Party do hereby in good health and sound conscious mind have put their seal and signature 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.

1.

VENDORS

Continued to next page

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 42

WITNESSES :-

2.

DEVELOPER

CONFIRMING PARTY

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

Advocate, Siliguri

DEED OF CONVEYANCE (SALE) - DRAFT

Page No. 43

MEMO OF RECEIPT

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

Parameters	Amount (Rs.)
A. Sale Consideration	Rs.
B. Applicable Tax (GST)	Rs.
TOTAL PRICE (A+B)	Rs.

VENDORS

DEVELOPER