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DEED OF CONVEYANCE (SALE)

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

BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD	
BUILDING COMPLEX NAMED	“PEARL EXOTICA”
RESIDENTIAL FLAT No.	.....
FLAT MEASURING RERA CARPET AREA	..... SQUARE FEET
BUILT-UP AREA	..... SQUARE FEET
SUPER BUILT-UP AREA	..... SQUARE FEET
FLAT SITUATED IN FLOOR	..... FLOOR
TOTAL CONSIDERATION	Rs. /-

DETAILS OF LAND	
LAND AREA	6 KATHA 13 CHATAK 15 SQ.FT.
MOUZA	DABGRAM
PLOT Nos.	58/151 (R.S.), 3 (L.R.)
KHATIAN No.	681/8, 681/11, 681/13, 681/17 (R.S.), 205, 206 (L.R.)
SHEET No.	4 (R.S.), 31 (L.R.)
JL. No.	2
S.M.C. WARD No.	41
PARGANA	BAIKUNTHAPUR
POLICE STATION	BHAKTINAGAR
DISTRICT	JALPAIGURI.

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::BETWEEN::

_____, (PAN :- _____), son of _____, Hindu by Religion, Indian by Nationality, _____ by Occupation, Resident of _____, P.O. _____, P.S. _____, Pin Code-_____, District _____, in the State of West Bengal - **HEREINAFTER** referred to and called as the **“PURCHASER / FIRST PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, successors, representatives, administrators and assigns) of the **“FIRST PART”**

AND

1. SRI KAMAL PERIWAL, son of Late Dharam Chand Periwai, having PAN :- **AEVPP9394K** and;

2. SMT. SUPRIYA PERIWAL, wife of Sri Kamal Periwai, having PAN :- **AEGPP5426H**; both are Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin Code-734005, District Darjeeling, in the State of West Bengal - **HEREINAFTER** JOINTLY and COLLECTIVELY referred to as the **“VENDORS / SECOND PARTY”** (which expression shall unless it be repugnant to the context or meaning thereof include their heirs, executors, successors, administrators and assigns) of the **“SECOND PART”**. Represented by their lawfully **CONSTITUTED ATTORNEY:- MANOKAMANA DEVELOPERS**, a Partnership Firm, having PAN :- **ABZFM0482C**; having its Office at Ground Floor, Infinity Square, 2nd Mile, Ward No. 43, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, Represented by one of its **PARTNER, SRI SANDEEP AGARWAL**, son of Sri Omprakash Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation,

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Resident of Punjabi Para, Ward No. 13, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal, appointed and constituted vide a registered **General Power of Attorney** dated 15.12.2023, Registered in Book-I, Volume Number 0711-2023, Pages from 183849 to 183866, being No. 071108945 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND

MANOKAMANA DEVELOPERS, a Partnership Firm, having PAN :- **ABZFM0482C**; having its Office at Ground Floor, Infinity Square, 2nd Mile, Ward No. 43, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, Represented by one of its **PARTNER, SRI SANDEEP AGARWAL**, son of Sri Omprakash Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Punjabi Para, Ward No. 13, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal - **HEREINAFTER** referred to and called the **“PROMOTER / DEVELOPER/ CONFIRMING PARTY/ THIRD PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors, legal representatives, administrators and assigns) of the **“THIRD PART”**.

WHEREAS the abovenamed **VENDORS - SRI KAMAL PERIWAL** and **SMT. SUPRIYA PERIWAL** had jointly purchased and thus became the absolute and lawful owners of all piece or parcel of land measuring 6 Katha 13 Chatak 15 Sq.Ft. by virtue of purchase from Sri Gourav Kumar Bothra @ Gaurav Kumar Bothra and Sri Pawan Bothra @ Pawan Kumar Bothra, vide a registered Deed of Conveyance dated 29.09.2022, Registered in Book-I, Volume Number 0711-2022, Pages from 214641 to 214658, being No.

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071109324 for the year 2022, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS the names of the abovenamed Vendors in respect of the aforesaid land were duly mutated/recorded in the records of the concerned B.L.&L.R.O. in the Record of Rights (R.O.R.) and **L.R. Khatian No. 205** (in the name of Sri Kamal Periwal) and **L.R. Khatian No. 206** (in the name of Smt. Supriya Periwal) were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS in this manner the abovenamed **VENDORS - SRI KAMAL PERIWAL** and **SMT. SUPRIYA PERIWAL** became the absolute owners-in-possession of the aforesaid land measuring **6 Katha 13 Chatak 15 Sq.Ft.** more particularly described in the **Schedule** below and ever since they are in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the abovenamed Vendors being desirous to construct a Multistoried Building Complex over and upon his all that piece or parcel of land measuring **6 Katha 13 Chatak 15 Sq.Ft.** more particularly described in the **SCHEDULE "A"** below ("said Land"), but were not in a position to put their contemplation and scheme into action due to lack of funds and expertise.

AND WHEREAS the Third Party being a bonafide Developer/Promoter having partners experience in designing, construction and development and adequate resources of finance in construction of such multistoried building projects.

AND WHEREAS the Vendors having come to know about the credential of the Third Party, the Vendors approaches the Third Party to construct proposed multistoried building on their said Land measuring 6 Katha 13 Chatak 15 Sq.Ft. as above referred and fully described in the Schedule "A" below given below for their mutual benefits, to which the Promoter/Developer/Third Party agreed

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and as such the Vendors then entered with the Developer into a registered **DEVELOPMENT AGREEMENT** dated 15.12.2023, Registered in Book-I, Volume Number 0711-2023, Pages from 183780 to 183809, being No. 071108928 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS the Developer have thereafter constructed a **Ground (Parking) Plus Four Storied Residential Building** approved and sanctioned vide a Building Permit No. SWS-OBPAS/0104/2023/3368 dated 22.03.2024 upon the Schedule “A” of the Vendors free from all charges and encumbrances, from its own resources, efforts and endeavors and shall recover the investment cost by selling/transferring its shares as mentioned in the said Development Agreement on ownership basis to the intending buyers/purchasers/ companies/ organizations/ co-operatives and/ or as it may deem fit.

AND WHEREAS to distinguish the proposed Building Complex and with a view to assign a unique identity to the said building complex, the Vendors/Promoter herein have jointly decided to name the said Complex as “**PEARL EXOTICA**”. It is stated that the name of the said Complex will always remain unchanged.

AND WHEREAS now the Vendors/Developer have formulated a scheme to enable a person/party intending to have own unit or premises in the said building complex “**PEARL EXOTICA**” along with the undivided proportionate share or interest in the land on which the said building stands.

AND WHEREAS the Vendors/Developer have now decided to sell all that one Apartment Unit, being a RESIDENTIAL FLAT morefully and particularly described in the **SCHEDULE-“B”** given hereunder on ownership basis free from all encumbrances and charges whatsoever and as such have entered into an Agreement of Sale, for valuable consideration of **Rs./- (Rupees** **Only)**. The detail of the RESIDENTIAL FLAT is give herein below:-

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

AND WHEREAS the Purchaser/s being in need of ownership accommodation for residential use in the locality where the said building is situated, has/have approached the Vendors/Developer and expressed his/her/their/ desire to have/purchase a Residential Flat in the said building complex 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, Building Plan duly sanctioned and Site Plan duly approved by the concerned authorities and has/have also seen and inspected the construction of the said building 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 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-“C” given herein below and said piece of land morefully and particularly described in the Schedule-“A” hereunder written and the said Schedule-“B” Property, morefully given herein below, free from all encumbrances, charges, liens, lispendencies, 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

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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 have agreed to sell the said Schedule-“B” Property, morefully given herein below, and agreed to execute the Deed of Conveyance (Sale) of the Schedule-“B” property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-“B” property 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. That in consideration of a total amount of **Rs./- (Rupees Forty Only)**, paid by the Purchaser/s to the Developer by Cheques/D.D./NEFT/RTGS, the RECEIPT whereof the Vendors/Developer do hereby acknowledge and grant full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer do hereby convey and transfer absolutely the said RESIDENTIAL FLAT more fully and particularly described in the SCHEDULE-“B”, appended herein under, to the Purchaser/s who will and shall have the right TO HAVE AND TO HOLD the same absolutely, free from all encumbrances subject to the payments of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Panchayat or any other concerned authorities.

2. That the Purchaser/s has/have also examined and inspected the documents of title of the Vendor, Development Agreement, Site Plan, Building Plan, Foundation Plan, structure details of beam and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional details of staircases as well as the Common Portions and Areas and the Common Provisions and Utilities and has/have also seen and inspected the construction work of the building and

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has/have satisfied himself/herself/themselves/itself about the standard of construction thereof including that of the said Schedule-“B”, property purchased by the Purchaser/s and has/have satisfied himself/ herself/ themselves/itself in respect of the building complex and the Purchaser/s shall have no claim whatsoever upon the Vendors/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the common provisions and utilities.

3. That the Purchaser/s shall have all right, title and interest in the Schedule-“B” property sold and conveyed to him/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under the Vendors/Developer and all 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 have been conveyed absolutely.
4. That the Purchaser/s hereby covenants with the Vendors/Developer not to dismantle, divide or partition the said Residential Flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one independent unit exclusively for residential purpose. However, it is stated that the Purchaser/s with the prior consent of the Vendors/Developer and their engineer, may cause changes in the property purchased, without causing any damage to the building.
5. That the Vendors/Developer declares that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendors/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-“B” property or any part thereof to or in favor of any other party or persons and that the property

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hereby transferred, expressed intended so to be transferred suffers from no defect of title and is free from all charges and encumbrance whatsoever.

6. 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 the transfer subsist and the Vendors/Developer have full right and authority to transfer the Schedule-“B” property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule-“B” property without any obstruction or hindrance whatsoever.
7. That the Vendors/Developer hereby declare and covenants with the Purchaser/s that there exists no mortgage charge, attachment or encumbrance on the Schedule-“B” Property, hereby sold and conveyed, expressed or intended so to be or part thereof and the Vendors/Developer has/have not entered into any binding contract with any other person/persons for sale of the said Schedule-“B” or any part of these presents and that the Schedule-“B” 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 hereof 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 said 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.
8. That the Vendors/Developer will pay upto date municipal taxes, land revenue, and/or any other charges/dues if any prior to the date or transfer of the Schedule-“B” property.

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9. That the Vendors/Developer shall not be liable at any time under any circumstances for any rate/or tax pertaining to the Schedule-“B” property except the unsold portion of the building complex, which shall be borne by the Vendors/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.
10. That the Purchaser/s shall not do any act, deed or thing whereby the development of the said building is in any way hindered or impeded with nor shall prevent the Vendors/Developer from selling, transferring, assigning of unsold portion or right, title and interest therein or appurtenant to the said building complex.
11. That the Purchaser/s will obtain his/her/their/its own independent electric connection/s from the W.B.S.E.D.C.L., Siliguri for his/her/their/its electric requirements and the connection charges as well as the electric consumption bills will be paid by the Purchaser/s, the Vendors/Developer shall have no responsibility or any liability in this respect.
12. That the Purchaser/s shall have the right to get his/her/their/its name/s mutated with respect to the said Schedule-“B” property both at the Office of the concerned B.L.&L.R.O. and Panchayat and get it numbered as a separate holding and shall pay panchayat taxes as may be levied upon him/her/them/it 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 keep building area / complex area neat and clean and in proper hygienic 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 complex.

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15. That the Purchaser/s shall have proportionate undivided right and interest in the land along with other occupants/owners of the building. It is hereby declare that the interest in the land is impartible.
16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facilities if any, such as repair and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweepers, choukidar, security, common electric bills, fire equipments, lift, etc., from the date of registration or possession whichever is earlier, as will be determined by the Vendors/Developer from time to time till the time a Executive Body or any other Authority of the building complex is formed to take care of the common maintenance of the building complex. That the payment of the maintenance charges by the Purchaser/s shall be deemed to be effective after registration or possession which ever is earlier and are irrespective of his/her/their/its use and requirement.
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 Vendors/Developer or the Apartments Owners Association, the Purchaser/s shall be liable to pay interest for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendors/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payments of the outstanding dues, however the discretion of the association/authority acting at such relevant time, shall be final and binding.
18. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purposes and in the event of encroachments, the Vendors/Developer or the Executive Body or any

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Authority of the occupants of the building acting at such 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.

19. 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 the 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 thereto 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.
20. That the Purchaser/s shall permit entry at all reasonable times to the Vendors/Developer and/or their/its agent, employees, representative, architect, engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labours, surveyors as well as legal adviser for one or more of the purposes of inspecting, examining, checking, testing, construction, developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation to or development/ construction of the said building complex.
21. THAT THE PURCHASER/S AGREES AND UNDERTAKES THAT THE PURCHASER/S SHALL NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-
 - i) 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

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cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighbouring property/buildings and/or the assets of the other neighbours.

- ii)** 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.

- iii)** Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Schedule-“B” Property/Building/Building Complex, which in the opinion of the Vendors/Developer and/or its nominee/s differs from their own color scheme.

- iv)** Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.

- v)** Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule-“A” / Schedule-“B” Property / Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the Complex, if insured.

- vi)** Not to use the said Residential Flat Premises other than the Residential purpose.

- vii)** Not to encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purposes whatsoever.

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- viii)** No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore the Purchaser/s shall be entitled to fix Air Conditioning equipment in the Schedule-“B” premises hereby sold and transferred without damaging the outer walls of the said complex. All equipments/ machines parts of the Air Conditioning required to be fixed on outside wall must be fitted only after consulting the Vendors/Developer or the Apartment Owners’ Association.
- ix)** That the Purchaser/s shall not park his/her/their vehicle on the pathways or common areas and open spaces of the complex.
- x)** No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat/unit of the building save and except the battery operated inverter.
- xi)** No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.

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

- i)** That the Purchaser/s agrees and undertakes to co-operate with the Vendors/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendors/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.
- ii)** That the Purchaser/s shall be liable to pay taxes and levies as applicable that may be charged/imposed by any government authorities or statutory bodies, taxes such as GST, cess, fees, real estate taxes, other municipal

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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 as applicable.

- iii)** That the Purchaser/s shall keep the said Schedule-“B” Property/ said Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- iv)** That the Purchaser/s shall always observe the rules and regulations as framed by the Vendors/Developer and/or the organization/agency/ association holding.
- v)** That the Purchaser/s shall always co-operate with the flat owners’ association and the Vendors/Developer as the case may be in the management and maintenance of the said complex.
- vi)** 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 said building complex.
- vii)** That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchaser/s herein and/or the then transferor 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

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and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.

viii) 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 said building complex as the case may be.

- 23.** That the Stamp Duty and Registration Fees for the Schedule-“B” property and GST as applicable have been borne by the Purchaser/s.
- 24.** That the Vendors/Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities/pandemic, and if, due to fire, tempest, earthquake, flood, pandemic and/or due to any other calamities or act of god the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the building dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time. The Vendors/Developer shall not be made liable for any such construction and/or reconstruction costs in any manner whatsoever.
- 25.** 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 for the Schedule-“B” property hereby conveyed at the cost of the Purchaser/s.
- 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 (collectively disputes) shall be referred to the Arbitral Tribunal as described herein below and shall be final resolved by the arbitration under the Arbitration Act and Conciliation

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Act, 1996, with modifications made from time to time. The place of arbitration shall be Siliguri only and the language of arbitration shall be English. The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/ directions and shall be further entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim / final award shall be binding on the Parties. 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/complex 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. Courts at Jalpaiguri.

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SCHEDULE – “A”
(THE LAND REFERRED TO ABOVE)

All that piece or parcel of **LAND** measuring **6 KATHA 13 CHATAK 15 SQUARE FEET**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 58/151**, corresponding to **L.R. PLOT No. 3**, Recorded in **R.S. KHATIAN Nos. 681/8, 681/11, 681/13 and 681/17, L.R. KHATIAN Nos. 205 and 206**, under **R.S. SHEET No. 4, L.R. SHEET No. 31**, J.L. No. 2, Pargana Baikunthapur, within the limits of **WARD No. 41** of Siliguri Municipal Corporation bearing Holding No. 360/2/1/473, **Zilla Parishad Road Bye Lane**, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal. The classification of the said land is Bastu and proposed land use is also Bastu.

The said land is bound and butted as follows:-

By the North	:	16 Feet wide Road,
By the South	:	25 Feet wide Road,
By the East	:	Land and Building of Surajmukhi Tea,
By the West	:	Land and House of Nathmal Agarwala.

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SCHEDULE – “B”
(PROPERTY HEREBY SOLD)

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

FLAT No.	.....
FLAT MEASURING RERA CARPET AREA BUILT-UP AREA SUPER BUILT-UP AREA	..... SQUARE FEET SQUARE FEET SQUARE FEET
FLOOR	..... FLOOR
BUILDING COMPLEX NAMED	“PEARL EXOTICA”

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

SCHEDULE – “C”
(COMMON AREAS AND FACILITIES)

1. Staircase and Stair case landing on all Floors.
2. Automatic Lift.
3. Decorative Entrance Lobby.
4. Generator for lighting the common portions only.
5. Security Guards and CCTV Facilities.
6. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
7. Drainage and sewerage and soak well.
8. Such other common parts, areas and equipment, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

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SCHEDULE – “D”
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and re-painting 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, lift, fire fighting equipments (including renewal of license/s), generator, other equipments and installations comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus, other emoluments and benefits of and all other expenses on the persons employed or to be employed for 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 the 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 Allottee/s.
7. Costs of formation and operation of the service organization including the office expenses if any incurred.
8. Electricity charges for electric energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.

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9. Proportionate costs and maintenance and running expenses of the common generator for lighting the common areas and lift.
10. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
11. All other expenses and / or outgoing as are incurred by the service organization for the common purposes.

NOTE:- Separate Sheets are being used for the purpose of affixing impressions of all the fingers of both the hands of the Purchaser/s herein, the Authorised Signatory of the Vendors and the Authorised Signatory of the Developer thus forming part of these presents.

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IN WITNESSES WHEREOF the Authorised Signatory of the Vendors and the Authorised Signatory of the Developer in good health and sound conscious mind hereto sets and subscribed their respective seal and signatures on this **DEED OF CONVEYANCE (SALE)** on the day, month and year first above written.

WITNESSESS:-

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

1.

VENDORS

2.

DEVELOPER

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

ADVOCATE :: SILIGURI