

THIS DEED OF CONVEYANCE (SALE)
IS EXECUTED ON THIS DAY OF
TWO THOUSAND _____, (202____).

COZY NEST LLP


PARTNER

BY AND BETWEEN

_____, W/O _____,
INCOME TAX PAN: _____, Hindu by Religion, Indian by Nationality,
Business by Occupation, Residing at _____ - Hereinafter
called the "PURCHASER/BUYER" (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include his/her/their heirs,
executors, administrators, legal representatives, successors-in-interest and
assigns) of the **FIRST PART**.

AND

1. SRI GANESH ROY SON OF SRI KALIDAS SINGHA, (AADHAR:
357135642671, PAN: BJWPR6018R);
2. SRI HITESH ROY SON OF SRI KALIDAS SINGHA, (AADHAR:
748384892850, PAN: AGLPR2187G);
3. SRI DIPAK SINGHA SON OF SRI KALIDAS SINGHA, AADHAR:
447870724509, PAN: IZ]PS8089H);
4. SRI SAMIR SINGHA SON OF SRI KALIDAS SINGHA, (AADHAR:
235996094124, PAN: NCKPS6352E);
5. SRI AMIT SINGHA SON OF SRI KALIDAS SINGHA, AADHAR:
436943510773, PAN: GBAPS6608R);

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All Hindu by Religion, Indian by Nationality, No. 1, 3-5 Business and No.2 Service by Occupation, all residing at Helapakuri Jote, P.O. New Rangia-734013, P.S. Matigara, District – Darjeeling, West Bengal., Hereinafter **ALL JOINTLY** called to as the **“LAND OWNERS /VENDORS** (which expression shall mean and include unless excluded by or repugnant to the context their successors, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**;

AND

M/S. COZY NEST LLP (PAN: AAPFC6736L), a Partnership Firm having its office at Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri in the State of West Bengal, represented by one of its Partners - **SRI AJAY KUMAR AGARWAL (PAN : ACWPA6352P, AADHAR : 594365412224)** Son of Sri Pawan Kumar Agarwal, Indian by Nationality, Hindu by religion, Business by Occupation, resident of Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri, West Bengal., hereinafter will be called the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partner/s, successors-in-office, executors, administrators and/or assigns) of the **“THIRD PART”**.

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 PARTNER

TITLE DEVOLUTION

WHEREAS:-

1. One **NANDALAL SINGHA** was the recorded owner of the R.S. Plot No.219, recorded in the R.S. Khatian No.2/1 situated within the Mouza - Jitu in the District of Darjeeling.
2. Possessing the aforesaid land the above named **NANDALAL SINGHA** died intestate leaving behind his following legal heirs to inherit all his movable and immovable properties:-

a. SURENDRA NATH ROY	(SON)
b. KALIDAS ROY	(SON)
c. MAHENDRA SINGH ROY	(SON)
d. KHANEK SWARI SINGHA	(DAUGHTER)
e. BALANESHWARI SINGHA	(DAUGHTER)
f. KAMALA ROY alias KAMALA RANI SINGH ROY	(DAUGHTER)
3. The above named **SURENDRA NATH ROY, KALIDAS ROY** and **MAHENDRA SINGH ROY** acquired land measuring 110 Decimal out of which land measuring 40 decimal appertaining to R.S. Plot No.219 of Mouza - Jitu recorded in the R.S. Khatian No. 148/5 in the District of Darjeeling by virtue of a Deed of Sale duly executed by their two sisters **KHANEK SWARI SINGHA** and **BALANESHWARI SINGHA** registered in the office of the Sub Registrar, Siliguri recorded in the Book No. I, Document No. 4724 for the year 1977.
4. The above named **SURENDRA NATH ROY, KALIDAS ROY** and **MAHENDRA SINGH ROY** acquired land measuring 139 Decimal out of which land measuring 20 decimal appertaining to R.S. Plot No.219 of Mouza Jitu recorded in the R.S. Khatian No. 148/5 in the District of Darjeeling by virtue of a Deed of Sale duly executed by their sister **KAMALA RANI SINGHA ROY** registered in the office of

the Sub Registrar, Siliguri recorded in the Book No. I, Document No. 5576 for the year 1976.

5. The above named **SURENDRA NATH ROY** and **KALIDAS ROY** acquired land measuring 41 Decimal appertaining to R.S. Plot No.219 corresponding to L.R. Plot No. 708 of Mouza - Jitu recorded in the R.S. Khatian No. 148/5, in the District of Darjeeling by virtue of a Deed of Gift duly executed by his brother **MAHENDRA SINGHA alias MAHENDRA NATH SINGHA** registered in the office of the Additional District Sub Registrar, Bagdogra recorded in the Book No. I, Document No. 5266 for the year 2014.
6. As such the above named **SURENDRA NATH ROY** and **KALIDAS ROY** became the absolute owner of land measuring 120 decimal appertaining to R.S. Plot No. 219 and possessing the aforesaid land during the settlement survey (L.R) prayed before the office of the B.L.&.L.R.O, Matigara to mutate the land in their names and the said office after proper verification of all the records duly mutated the land in their respective names and opened up the L.R. Khatians No.44/1, 200/4, 2018, 2019 in their respective names.
7. The above named **SURENDRA NATH ROY** gifted his aforesaid land measuring 60 decimal appertaining to R.S. Plot No.219 corresponding L.R. Plot No.708 of Mouza - Jitu recorded in the L.R. Khatian No. 200/4 and 2019, P.S. Matigara, District-Darjeeling to his two sons namely **SRI GANESH ROY** and **SRI HITESH ROY** by virtue of a Deed of Gift duly registered in the Office of the Additional District Sub Registrar, Siliguri-II at Bagdogra recorded in the Book No. I, Document No. 4642 for the year 2020.

8. The above named **KALIDAS ROY** gifted his aforesaid land measuring 62 decimal appertaining to R.S. Plot No.219 corresponding L.R. Plot No. 708 of Mouza - Jitu recorded in the L.R. Khatian No. 44/1 and 2018, P.S. Matigara, District-Darjeeling to his two sons namely **SRI DIPAK SINGHA, SRI SAMIR SINGHA** and **SRI AMIT SINGHA** by virtue of a Deed of Gift duly registered in the Office of the Additional District Sub Registrar, Siliguri - II at Bagdogra recorded in the Book No. I, Document No.3844 for the year 2020.
9. The above named **SRI GANESH ROY, SRI HITESH ROY, SRI DIPAK SINGHA, SRI SAMIR SINGHA** and **SRI AMIT SINGHA** also purchased land measuring 1.6271 decimal or 710 Square Feet appertaining to R.S.Plot No.261, 217 corresponding L.R. Plot No.706/784, 707 of Mouza - Jitu recorded in the L.R. Khatian No. 1842, P.S. Matigara, District-Darjeeling by virtue of a Deed of Conveyance duly executed by **SHASHI KANTA SINGHA** duly registered in the Office of the Additional District Sub Registrar, Siliguri- II at Bagdogra recorded in the Book No. I, Document No. 3702 for the year 2021.
10. The aforesaid total land of **SRI GANESH ROY, SRI HITESH ROY, SRI DIPAK SINGHA, SRI SAMIR SINGHA** and **SRI AMIT SINGHA** situated with the Mouza - Jitu, recorded in following L.R. Khatian Nos. in the District of Darjeeling more particularly described in the Schedule - A herein under having permanent, heritable and transferable right, title and interest therein.

<u>NAME</u>	<u>L.R.KHATIAN NO.</u>	<u>AREA IN DECIMAL</u>
GANESH ROY	2681	30.00
HITESH ROY	2680	30.00
DIPAK SINGHA	2676	20.67
SAMIR SINGHA	2679	20.67
AMIT SINGHA	2682	20.66
GANESH ROY, HITESH ROY, DIPAK SINGHA, SAMIR SINGHA & AMIT SINGHA	1842	01.6270
	TOTAL	123.6271

AND WHEREAS the **Land Owners/Vendors** is/are the owners of all that piece and parcel of land measurement containing an area of **123.6271 Decimals.**, a little more or less and being desirous of commercially exploiting their said land, being **Land Measuring 123.6271 Decimals**, morefully and particularly described in **SCHEDULE below** and has agreed that for the mutual benefit and advantage, the property/land described in the **Schedule-A** hereunder written, be developed by an experienced developer.

AND WHEREAS THE Land Owners/Vendors, JOINTLY desirous of commercially exploiting their said Schdule-A land and being desirous of and to construct Multi-Storied Building/s on the said Scheduled Land, consisting of as many residential units etc., according to the drawings plans and specifications to be sanctioned by the Gram Panchayat Office,

Siliguri Municipal Corporation and/or appropriate authorities according to law, has/have irrevocably jointly put their said amalgamated Scheduled Land at the disposal of the Developer - **M/S. COZY NEST LLP (PAN: AAPFC6736L)**, a Partnership Firm having its office at Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri in the State of West Bengal, represented by one of its Partners - **SRI AJAY KUMAR AGARWAL (PAN : ACWPA6352P, AADHAR : 594365412224)** Son of Sri Pawan Kumar Agarwal, Indian by Nationality, Hindu by religion, Business by Occupation, resident of Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri., **TO PROMOTE/DEVELOP** the said Schedule-A Land by construction of the Project/Multi-Storied Building/s on their aforesaid land and so have jointly entered into a **DEVELOPMENT AGREEMENT**, Vide Deed/Document No.6479 For the Year 2021, recorded in Book No. I and Registered at the Office of the Additional District Sub-Registrar, Siliguri –II at Bagdogra, Dist-Darjeeling, West Bengal., for construction of the Project, comprising of as many residential Unit etc., along with common facilities, common spaces & passages etc., on the below **"Schedule-A Land"**.

The Land Owners/Vendors has have also exectueted a General Power of Attorney in favour of the Developer , authorizing it to carry all such works and activities in respect of Development of the Schedule-A Land and aalso authorizing it for sale oits own allocations, Vide Deed/Document No.8816 For the Year 2021, recorded in Book No. I and Registered at the Office of the Additional District Sub-Registrar, Siliguri –II at Bagdogra, Dist-Darjeeling, West Bengal.,

DEFINITIONS: For the purpose of this Agreement for Sale, unless the context otherwise requires: a) "Act" means the Real Estate (Regulation and Development) Act, 2016; b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021; c) "Section" means a section of the Act.

FURTHER:-

- The said Project Land is earmarked for the purpose of **G+3 STD** (BLOCK 1,2 & 3) & PARTLY G+1 STD (BLOCK-4), PARTLY G+2 STD (BLOCK-4) RESIDENTIAL BUILDING and the said complex shall be known and identified as "**GREEN ELEGANCE**", (hereinafter referred to as the "**Project**").
- The Land Owner/Developer is/are fully competent to enter into this deed and all the legal formalities with respect to the right, title and interest of the Land Owner & Developer regarding the Said Project Land on which the Project to be constructed have been completed.
- The Land Owner & Developer has submitted the Notice of Commencement under the prescribed format before **Matigara Gram Panchayat**, on **_____**. The said Notice was duly acknowledged by said **Matigara Gram Panchayat** on **_____**.
- The Land Owners & Developer has/have obtained the LUCS, Vide Memo No. _____ /SJDA of dated. _____ and Building Plan has also been sanctioned accordingly and obtained the Building Plan, Vide Building Plan Memo No. _____ of Dated. _____, duly sanctioned by the Matigara Panchayat Samity, Dist-Darjeeling, West Bengal.
- The Land Owners has/have obtained the Land Conversion Certificate, being Land Classification converted to Bastu from Rupni,

Vide Conversion Case, Being Nos:-

CN/2022/0401/3978, Memo No.1783/SDL & LRO-SLG/2022 of Dated.22.11.2022;
 CN/2022/0401/3980, Memo No.1782/SDL & LRO-SLG/2022 of Dated.22.11.2022;
 CN/2022/0401/3984, Memo No.1781/SDL & LRO-SLG/2022 of Dated.22.11.2022;
 CN/2022/0401/3870, Memo No.1780/SDL & LRO-SLG/2022 of Dated.22.11.2022;
 CN/2022/0401/3873, Memo No.1779/SDL & LRO-SLG/2022 of Dated.22.11.2022.

- The Land Owner & Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- The Land Owner & Developer has applied the Project under the provisions of the Act with the Real Estate Regulatory Act at Kolkata on _____, under Application No. _____.
- The Land Owner & Developer has/have also entered into a Supplementary Deed of Allocation dated. _____, thereby specifying their shares , as per terms of Development Agreement.
- The Allottee/s has/have applied for a Residential Flat/Villa/Unit in the Project, Vide Application dated _____ and has/have also been allotted Residential Flat/Villa being Unit No. _____ in the Project. **IT IS SPECIFICALLY STATED THAT THE SAID UNIT/FLAT/VILLA HEREBY ALLOTTED, TO THE ALLOTTEE, IS THE DEVELOPERS ALLOCATED SHARE AND THE DEVELOPER ALONE IS ENTITLED TO THE SALE PROCEEDS.**
- The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Land Owner & Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Unit as specified in Schedule-B.

NOW THIS DEED OF CONVEYANCE WITNESS AS FOLLOWS:-

1. SUBJECT MATTER OF CONVEYANCE:

- i. **Said Residential Flat:** Being Flat No. _____, having **CARPET AREA** of _____ square feet, more or less, **along with exclusive right to Park One Car**, being more particularly described in Schedule- B below. The Said Bungalow is a part of the Real Estate Project, registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (Act), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (Rules) and the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (Regulations) with the Real Estate Regulatory Authority (Authority) at Kolkata on under Registration No. _____ and the Real Estate Project is constructed on Schedule- A Land and the Flat/Villa hereto and more particularly described in Schedule B below (Project Property).

- i. **Said Bungalow:** Being G **Plus 2 (two) storied Residential Bungalow** No. _____, having **CARPET AREA** of _____ square feet, more or less, **along with exclusive right to use the Terrace, Front Yard and the Back Yard**, being more particularly described in Schedule- B below. The Said Bungalow is a part of the Real Estate Project, registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (Act), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (Rules) and the Regulations made under the Real Estate (Regulation and Development) Act,

2016 (Regulations) with the Real Estate Regulatory Authority (Authority) at Kolkata on under Registration No. [REDACTED] and the Real Estate Project is constructed on Schedule- A Land and the Flat/Villa hereto and more particularly described in Schedule B below (Project Property).

- ii. **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the said Block as be attributable and appurtenant to the Said Flat/Villa (Land Share). The Land Share has been derived by taking into consideration the proportion which the area of the said Bungalow bears to the total area of the said Block.
- iii. **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (Share In Common Areas, the said common areas of the Real Estate Project being described in **Schedule - C below (Common Areas)**).

iv. **CONSIDERATION AND PAYMENT**

Consideration: The aforesaid conveyance of the Said Flat/Bungalow And Appurtenances is being made by the Land Owners and the Promoter/Developer in consideration of a sum of Rs. [REDACTED] (Rupees [REDACTED]), paid by the Purchaser/Buyer to the Promoter/Developer) and the receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Land Owners and Promoter/Developer below, admit and acknowledge.

2. **BACKGROUND IN BRIEF:**

- a. **Real Estate Project:** The Schedule-A Land is earmarked for the purpose of building a residential project comprising of flats, bungalows, car parking spaces and/or any other permissible developments in the Said Complex and the said project shall be known as "GREEN ELEGANCE" ("Said Complex").

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- b. **Intimation and Sanction of Plans:** The Land Owners/Developer has/have duly intimated "Matigara Gram Panchayat " about commencement of construction of the Project vide its letter dated [REDACTED]. The Promoter/Developer has obtained the LUCM Memo No. _____ of dated. _____ and Building Plan has also been sanctioned accordingly and obtained the Building Plan, Vide Building Plan Memo No. _____ of Dated. _____, duly sanctioned by the Matigara Panchayat Samity, Dist-Darjeeling, West Bengal., for construction of G+3 STD (BLOCK 1,2 & 3) & PARTLY G+1 STD (BLOCK-4), PARTLY G+2 STD (BLOCK-4) RESIDENTIAL BUILDING.
- c. **Registration under the Act:** The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority on [REDACTED] under Registration No. [REDACTED].
- d. **Announcement of Sale:** The Developer formulated a scheme and announced sale of bungalows, to prospective purchasers (Transferees).
- e. **Application and Allotment to Buyer:** The Allotee/Buyer/Purchaser, intending to be a Transferee, upon full satisfaction of the Land Owners' title and the Developer's authority to sell, applied for purchase of the Said Flat/Bungalow And Appurtenances and the Developer has allotted the same to the Buyer/Purchaser, who in due course entered into an agreement for sale dated:- _____, registered at the Office of _____ (Said Agreement), for purchase of the Said Flat/Bungalow And Appurtenances, on the terms and conditions contained therein.

- f. **Construction of Said Flat/Block/Bungalow:** The Developer has completed construction of the Said Bungalow.
- g. **Conveyance to Purchaser/Buyer:** In furtherance of the above, the Land Owners and the Promoter/Developer are completing the Conveyance of the Said Bungalow And Appurtenances in favour of the Purchaser/Buyer, by these presents, on the terms and conditions contained herein.
- h. **Acceptance of conditions precedent:**
Notwithstanding anything contained in the Said Agreement, the Purchaser/Buyer confirms that the Purchaser/Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance.

3. **UNDERSTANDING OF SCHEME BY PURCHASER/BUYER:**

The undertaking and covenant of the Purchaser/Buyer that the Purchaser/Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

- i. **Further Development:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the said Project Property, in full or in part, subject to the necessary permission/sanction being granted by the competent authority and all other concerned authorities.
- ii. **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Purchaser/Buyer and other Purchaser/Buyer s) on a non-exclusive basis are listed in Schedule C hereunder written.

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4. SATISFACTION OF BUYER:

The undertaking of the Purchaser/Buyer to the Land Owners and the Promoter/Developer that the Purchaser/Buyer acquainted with, fully aware of and is thoroughly satisfied about the title of the Land Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Land Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser/Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Purchaser/Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5. TRANSFER

Hereby Made: The Land Owners and the Developer hereby sell, convey and transfer to and unto the Purchaser/Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat/Bungalow And Appurtenances, described in Schedule - B below.

6. TERMS OF TRANSFER

Title, Sanctioned Plans and Construction: The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- The right, title, interest and authority of the Land Owners and the Promoter/Developer in respect of the Project Property, the Said Block and the Said Flat/Bungalow And Appurtenances;
- The sanctioned plans sanctioned by the Siliguri Jalpaiguri Development Authority, Siliguri;
- The construction and completion of the Said Block, the Common Areas, the Said Bungalow, including the quality, specifications, materials, workmanship and structural stability thereof.

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Measurement: The Buyer has measured the area of the Said Flat/Bungalow and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

Salient Terms: The transfer of the Said Flat/Bungalow And Appurtenances being effected by this conveyance is:

- **Conveyance:** Sale within the meaning of the Transfer of Property Act, 1882.
- **Absolute:** absolute, irreversible and in perpetuity.
- **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
- **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the Schedule -C below, in common with the other co-owners of the complex, including the Land Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Flat/bungalow in the Said Block).

Subject to: The sale of the Said Flat/Bungalow And Appurtenances being effected by this Conveyance is subject to:

- **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Bungalow And Appurtenances.

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- **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in Schedule-D below (collectively Common Expenses/Maintenance Charge).
- **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule -E below.
- **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Land Owners and the Promoter/Developer and/or their successors in interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Land Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyer.

7. POSSESSION

Delivery of Possession: Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Bungalow And Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

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8. OUTGOINGS:

Payment of Outgoings: All municipal taxes on the Said Flat/Bungalow And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat/Bungalow And Appurtenances to the Buyer (Date Of Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Bungalow And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer.

9. HOLDING POSSESSION

Buyer Entitled: The Land Owners and the Promoter/Developer hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat/Bungalow And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Land Owners and the Promoter/Developer.

10. FURTHER ACTS

Land Owners and Promoter/Developer to do: The Land Owners and the Promoter/Developer hereby covenant that the Land Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Flat/Bungalow And Appurtenances.

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Promoter/Developer to do: The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or successors-in-interest of the Buyer, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer to the Said Flat/Bungalow And Appurtenances.

11. DEFECT LIABILITY:

The Promoter/Developer shall rectify all reasonable construction related defects in the Said Flat/Bungalow, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the competent authority.

It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and or negligence of the Buyer and or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project. The Buyer is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defects) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claims) of whatsoever nature against the Promoter/Developer in this regard.

It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised

modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments and accident and (f) negligent use.

12. That the Vendor/Developer has made clear to the Allottee/Purchaser/s that it/they may carry out extensive developmental/construction activities in future in the area falling outside the complex "GREEN ELEGANCE" and being adjacent to it and that the Allottee/Purchaser/s has/have confirmed that he/she/they/it shall not raise any objections or make any claims due to such developmental/construction activities or incidental/related activities. And if the Vendor/Developer in due course of time deems fit and proper to extend this said project by developing the nearby land, then the habitants /occupants of the said extended project shall be entitled to use and enjoy all the common portions, common areas, common utilities, such as roadways, pathways, frontage, entry/exit points, passages, access -ways etc., and all the other facilities for enjoyment of the said added areas or any construction or development therein, as they have been inhabitants of the said Complex "GREEN ELEGANCE". The Allottee/Purchaser/s hereby admits and accepts that the Vendor/Developer and/or employees and/or agents and/or contractors of the Vendor/Developer shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. That the Vendor/Developer has made clear to the Allottee/Purchaser/s that the Vendor/Developer shall be entitled to link the said complex with lands or landed properties adjacent and/or adjoining to the said complex "GREEN ELEGANCE" whether by acquiring (in their/its name or in the names of any group company/ associates/ sister concern/ nominee) the same and/or entering upon any negotiation or contract with the owner/s of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., with the added areas as the Vendor/Developer may from time to time deem fit and proper. That the Vendor/Developer has further made clear to the Allottee/Purchaser/s that the Vendor/Developer may cause or allow building plans for construction at the said added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said complex "GREEN ELEGANCE", for or relating to any such additions, constructions or alterations, etc., the Vendor/Developer, 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 "GREEN ELEGANCE", viz. generators (for lighting of common areas and facilities), transformers, water, electricity, drainage etc., thereto as they deem proper. The layout, landscaping, pathways, connectors may be revised or changed with the requirements of the added areas, for expansion of the said added areas as necessary. All such changes will be made as per provisions of law.

13. GENERAL

Conclusion of Contract: The Parties have concluded the contract of Conveyance in respect of the Said Bungalow And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

Over Riding Effect: It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and or any other documents executed prior to the date of this Conveyance.

14. INTERPRETATION:

- **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

15. COVENANTS:

The Buyer covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Land Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Land Owners and the Promoter/Developer to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas and Specifications and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex save and except the Said Flat/Bungalow And Appurtenances.
3. **Facility Manager:** The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that Facility Manager is rendering the services to the Buyer for commercial considerations, the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest with it. The Facility Manager may be

replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.

4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall pay the Panchayat Tax, surcharge, levies, cess etc., and shall also mutate its name at the concerned department.
5. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /Developer the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer/the Facility Manager/the Association (upon formation), as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Promoter's/Developer's Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Flat/Bungalow And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Developer provided however if the Said Flat/Bungalow And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.
8. **Buyer to Participate in Formation of Association and Apex Body:**
The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of Flat/bungalows/apartments/ other developments comprised in the Said Complex shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all bungalow/building/s in the Other Residential Component, for supervision of maintenance of the facilities common for occupants of the Said Complex ("Apex Body"). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each bungalow owner will be entitled to cast a vote irrespective of his/her/its size of Bungalow. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single association being formed for the entirety of the Said Complex, joining such association without raising any objection.

16. **OBLIGATIONS OF BUYER:**

- i. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/Developer / the Facility Manager/ the Association (upon formation) the Apex Body (upon formation).
- ii. **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block, the Real Estate Project.
- iii. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat/Bungalow And Appurtenances and the Common Areas from the possession date.
- iv. **Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat/Bungalow only properly, therefore, ensuring that no inconvenience is caused to the Promoter/Developer or to the other bungalow owners. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Project Property, and outside walls of the Said Block save in the manner indicated by the Promoter/Developer /the Facility Manager/the Association (upon formation).
- v. **Residential Use:** use the Said Flat/Bungalow for residential purpose only. Under no circumstances shall the Buyer uses or allows the Said Flat/Bungalow to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Flat/Bungalow to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- vi. **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat/Bungalow and the Said Block and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat/Bungalow. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer/the Association (upon formation) for restoring it to its original state.
- vii. **No Structural Alteration and Prohibited Installations:**
The Buyer shall not alter, modify or in any manner change the structure or any civil construction in the Said Flat/Bungalow And Appurtenances or the Common Areas or the Said
- viii. **No Sub-Division:** not sub-divide the Said Flat/Bungalow And Appurtenances and the Common Areas, under any circumstances.
- ix. **No Changing Name:** not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Conveyance.
- x. **Trade Mark Restriction:** not to use the name/mark GREEN ELEGANCE in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Flat/Bungalow and if the Buyer does so, the Buyer shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark GREEN ELEGANCE.
- xi. **No Nuisance and Disturbance:** not use the Said Flat/Bungalow or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project/Said complex and/or the neighbouring properties and not make or permit to be made any disturbance or

do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- xii. **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- xiii. **No Obstruction to Promoter/Developer /Facility Manager/Association/ Apex Body:** not obstruct the Promoter/Developer /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter/Developer in constructing on other portions of the Said Complex Property and selling or granting rights to any person on any part of the Said Complex /Project Property (excepting the Said Bungalow and the Said Parking Space, if any).
- xiv. **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Bungalow and the Said Parking Space, if any.
- xv. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- xvi. **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- xvii. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat/Bungalow, the Said Parking Space, if any or the Common Areas.

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PARTNER

- xviii. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat/Bungalow and the Said Parking Space, if any.
- xix. **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Bungalow /Said Block /Said Complex save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Flat/Bungalow.
- xx. **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- xxi. **No Installing Generator:** not install or keep or run any generator in the Said Flat/Bungalow and the Said Parking Space, if any.
- xxii. **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
- xxiii. **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat/Bungalow.
- xxiv. **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
17. **NOTIFICATION REGARDING LETTING/TRANSFER:** If the Buyer lets out or sells the Said Flat/Bungalow And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon

formation) of the tenant's/allottees address and telephone number and in case of transfer, shall clear all the outstanding dues, prior to said transfer.

SCHEDULE "A"

(DESCRIPTION OF THE PROJECT LAND)

ALL THAT the piece and parcel of Vacant Peaceful (BASTU) LAND MEASURING 123.6271 Decimals, appertaining to:-

	R.S.RECORD	L.R.RECORD
MOUZA	JITU	JITU
PARGANA	PATHARGHATA	PATHARGHATA
J.L.NO	69	69
KHATIAN NO.	148/5, 76	2676, 2679, 2680, 2681, 2682, 1842
PLOT NO.	219, 216, 217	708, 706/784, 707
POLICE STATION	MATIGARA	MATIGARA
DISTRICT	DARJEELING	DARJEELING
STATE	WEST BENGAL	WEST BENGAL
UNDER	GRAM PANCHAYAT	GRAM PANCHAYAT

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R.S.PLOT NO.	L.R.PLOT NO.	L.R.KHATIAN NO.	AREA IN DECIMALS
219	708	2681	030.00
219	708	2680	030.00
219	708	2676	020.67
219	708	2679	020.67
219	708	2682	020.66
216	706/787	1842	001.07
217	707	1842	000.55
TOTAL LAND			123.62

The said Plot of Land is butted and bounded as follows:-

- BY NORTH : LAND OF TARANI KANTA SINGHA, JASLAL SINGHA,
SASHI KANTA SINGHA;
- BY SOUTH : LAND OF RANJIT SINGHA, HEMANTA SINGHA AND
OTHERS;
- BY EAST : 16 FEET WIDE KUTCHA ROAD AND LAND OF JASILAL
SINGHA;
- BY WEST : LAND OF HEMANTA SINGHA.

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SCHEDULE "B"**(DESCRIPTION OF THE UNIT)**

ALL That ONE UNIT being a RESIDENTIAL FLAT BEING:-

PROJECT	
FLAT NO.	
TOWER BLOCK NO.	
FLAT MEASURING	
CARPET AREA	_____ SQUARE FEET
(BUILT UP AREA)	_____ SQUARE FEET
(SUPER BUILT UP AREA)	_____ SQUARE FEET
FLAT SITUATED IN FLOOR	_____ FLOOR

in the said Complex as marked and demarcated and **TOGETHER** with the undivided proportionate share in the land on which the complex stands more particularly described in the **SCHEDULE-"A"** given herein.

TOGETHER with the **RIGHT TO PARK** a _____ in the _____ of the said Complex and

SCHEDULE "B"**(DESCRIPTION OF THE UNIT)**

ALL THAT UNIT/RESIDENTIAL VILLA, Being

DETAILS OF RESIDENTIAL VILLA	
UNIT/VILLA NO - (AS PER BUILDING PLAN)	
UNIT/VILLA NO - (AS PER BROCHURE)	
BLOCK NAME	
BUILT UP AREA OF VILLA	Sq. Ft
GROUND FLOOR	Sq. Ft
CARPET AREA	Sq. Ft
(BUILT UP AREA)	Sq. Ft
(SUPER BUILT UP AREA)	
FIRST FLOOR	Sq. Ft
CARPET AREA	Sq. Ft
(BUILT UP AREA)	Sq. Ft
(SUPER BUILT UP AREA)	
SECOND FLOOR	Sq. Ft
CARPET AREA	Sq. Ft
(BUILT UP AREA)	Sq. Ft
(SUPER BUILT UP AREA)	
COMPLEX NAME	ELEGANCE

STANDING ON THE LAND MOREFULLY DESCRIBED IN THE SCHEDULE-A HEREIN ABOVE.

TOGETHER with the **RIGHT TO PARK** a _____ in the _____ of the said Complex and **TOGETHER** with the undivided proportionate share in the land on which the complex stands more particularly described in the **SCHEDULE-"A"** given herein above

SCHEDULE "C"
COMMON AREAS AND PORTIONS

- The Applicant/s/Occupant/s shall have user rights in the undivided proportionate share in the Common Areas of the Project which is inclusive of the amenities common to all Applicant/s/Occupant/s.
- The aforementioned right to use the Common Areas shall be exercised by the Applicant/s/Occupant/s without causing any inconvenience or hindrance to other Applicant/s/Occupant/s in the Project Land.
- Wiring, fittings and accessories for lighting of common portions of the Said Complex.
- Drainage and sewage pipeline in the Said Complex (save those inside any Bungalow)
- Intercom Network in the Said Complex
- External walls of the Said Block (if any)

SCHEDULE "D"
COMMON EXPENSES

- **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.

- **Association:** Establishment and all other capital and operational expenses of the Association of Buyer.
- **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
- **Maintenance:** All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, rebuilding, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any bungalows) walls of the Said Block] and the road network, ST etc.
- **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
- **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex save those separately assessed on the Buyer.
- **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

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[Handwritten Signature]
PARTNER

IN WITNESSES WHEREOF THE LAND OWNERS/DEVELOPER/PROMOTER IN THEIR GOOD HEALTH AND SOUND CONSCIOUS MIND HERETO SETS AND SUBSCRIBED HIS/HER/THEIR RESPECTIVE SEAL AND SIGNATURES ON THIS DEED OD CONVEYANCE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1.

The contents of this document have been gone through and satisfied and understood personally by all the Parties.

(LAND OWNERS)

2.

(DEVELOPER/PROMOTER)

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 PARTNER

MEMO OF CONSIDERATION

Receipt of **TOTAL CONSIDERATION** from the within named Purchaser, the within mentioned sum of Rs. _____/- (Rupees _____) towards FULL AND FINAL CONSIDERATION, for the Said Bungalow, described in Schedule B above.

PARAMETERS	AMOUNT
A. Sales Consideration:	Rs. _____--/-
B. Applicable Taxes (GST)	Rs. _____/-
TOTAL PRICE (A+B)	Rs. _____--/-

LAND OWNERS

DEVELOPER