

CONVEYANCE DEED

Value of Stamp Duty: Rs. _____ (Rupees _____
only)

Registration Fee: Rs. _____ (Rupees _____
only)

THIS CONVEYANCE DEED is made and executed on this _____ day of _____, 20____, at _____, West Bengal.

BY AND BETWEEN:

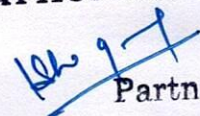
THE VENDOR / PROMOTER:

(1) M/s. SURAJ BUILDCON PRIVATE LIMITED (PAN: AAMCS3317F), A private Limited Company incorporated having its registered place of business at Shanti Square 2nd Mile, Sevoke Road, Darjeeling, Siliguri, West Bengal, India, 734001, represented by its director **MR. SURESH KUMAR AGARWAL**, son of Late Amilal Agarwal, residing at Church Road, P.O. & P.S. Siliguri, Pin - 734001 (2) **MR. RANJIT KUMAR SINGH (PAN: AWJPS5816P)**, son of Late Raj Mangal Singh, residing at Prakash Nagar, Near Sita Mansion Building, SMC Ward No.43, P.O. Siliguri, P.S. Bhaktinagar, District- Jalpaiguri Pin -734001, (3) **SHITAL ICE FACTORY AND COLD STORAGE (PAN: AAVFS4075Q)**, a partnership firm, having its place of business at 2 ½ Mile, Sevoke Road, P.O. Siliguri, P.S. Bhaktinagar; District- Jalpaiguri, Pin - 734001, represented by its partner **MR. CHANDRESHWAR PRASAD (PAN: AEPPP5407D)**, son of Late Baijnath Prasad, residing at Sevoke Road, P.O. & P.S. - Siliguri, Pin - 734001, hereinafter jointly and collectively referred to as the "**LANDOWNERS**" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators, legal representative, and/or nominees)

AND

M/s **TULSA HOLDINGS (PAN: AATFT2711N)**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Shatni Square, 2nd Mile Sevoke Road, P.O. & P.S. - Siliguri, Pin - 734001, represented by its authorized Partner **MRS. ISHA GARG (PAN BNPPA9220F)**, daughter of Bimal Kumar Agarwal, residing at E09/13, Tulsa Kutir, Montara Vista Club Road, Uttorayan Township, Matigara, Dargeeling, West Bengal - 734001, hereinafter referred to as the "**OWNER cum PROMOTER cum DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest,

TULSA HOLDINGS


Partner

executors, administrators and permitted assignees, including those of the respective partners).

AND

THE PURCHASER / ALLOTTEE:

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____),
son/daughter of _____, aged about _____,
residing at _____ (PAN – _____),
hereinafter called the "Purchaser/Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR, If the Allottee is a Company]

_____ (CIN No. _____), a company incorporated under the provisions of the Companies Act, [1956 / 2013, as the case may be], having its registered office at _____ (PAN – _____), represented by its authorized signatory _____ (Aadhaar No. _____) duly authorized vide Board Resolution dated _____, hereinafter referred to as the "Purchaser/Allottee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees).

[OR, If the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____), son of _____, aged about _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____ (PAN – _____), hereinafter referred to as the "Purchaser/Allottee."

The Vendor/Promoter and the Purchaser/Allottee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS / WHEREAS:

A. The Vendor/Promoter is the absolute and lawful owner / has development rights over the land totally admeasuring _____ square meters, situated at Mouza _____, Block _____, District _____, West Bengal, bearing Plot/Khatian No(s). _____ ("Said Land"), vide Sale Deed/Lease Deed(s)/Development Agreement dated _____, registered at the office of the Sub-Registrar of Assurances, _____, in Book No. _____.

_____, Voucher No. _____, Pages _____ to _____, Being No. _____ of the year _____.

B. The Said Land is earmarked for the purpose of building a [residential/commercial] project comprising multistoried unit buildings, which project is known as " _____ " ("Project").

C. _____ [name of competent authority] granted commencement certificate vide approval dated _____, bearing No. _____.

D. The Vendor/Promoter has registered the Project under the Real Estate (Regulatory & Development) Act, 2016 ("RERA") with the West Bengal Real Estate Regulatory Authority ("WBREERA Authority") under Registration No. _____ dated _____.

E. The Parties entered into an Agreement for Sale dated _____, registered at the office of the Sub-Registrar of Assurances, _____, in Book No. _____, Voucher No. _____, Pages _____ to _____, Being No. _____ of the year _____, in respect of Unit No. _____ on the _____ floor in the Project ("Agreement for Sale"), which is the subject matter of these presents.

F. The competent authority has granted the Occupancy Certificate / Completion Certificate bearing No. _____ dated _____ in respect of the said Building/Tower.

G. The Purchaser/Allottee has paid the entire consideration amount as stipulated under the Agreement for Sale and has fulfilled all obligations thereunder, and the Vendor/Promoter is bound to execute and register this Conveyance Deed conveying the unit together with the undivided proportionate share in the Common Areas to the Purchaser/Allottee.

H. Both Parties confirm that they are entering into this Deed with full knowledge of all applicable laws, rules, regulations, and notifications, including the WBREERA, West Bengal Apartment Ownership Act, 1972, Transfer of Property Act, 1882, Registration Act, 1908, Indian Stamp Act, 1899, and all local laws applicable to the Project and the Said Land.

1. CONSIDERATION

NOW THEREFORE, in consideration of the total sale price of Rs. _____ (Rupees _____ only) ("Total Price") already paid by the Purchaser/Allottee to the Vendor/Promoter as per the payment schedule under the Agreement for Sale, the receipt of which the Vendor/Promoter hereby acknowledges and confirms:

- (a) The booking amount of Rs. _____ (Rupees _____ only) paid at the time of application;
- (b) Construction-linked / time-linked installments aggregating Rs. _____ (Rupees _____ only) paid in accordance with Schedule C of the Agreement for Sale;
- (c) Final possession amount of Rs. _____ (Rupees _____ only) paid on _____;
- (d) Taxes (GST, CGST, applicable Cess etc.) of Rs. _____ (Rupees _____ only) paid;
- (e) Stamp Duty and Registration Charges of Rs. _____ (Rupees _____ only) paid by the Purchaser/Allottee,

the Vendor/Promoter, by these presents, does hereby grant, convey, transfer, sell and assure unto the Purchaser/Allottee, the unit along with the Undivided Proportionate Share in the Common Areas and the garage/closed parking (if applicable), more particularly described in Schedule 'A', Schedule 'B', and Schedule 'C' hereto, TO HAVE AND TO HOLD the same unto and to the use of the Purchaser/Allottee absolutely and forever.

2. DESCRIPTION OF THE CONVEYED PROPERTY

The property conveyed under this Deed ("Conveyed Property") consists of:

2.1 Unit: Unit No. _____ having carpet area of _____ square feet, type _____, on the _____ floor in the Project known as " _____ ", situated at _____, Mouza _____, Block _____, District _____, West Bengal – _____, more particularly described in Schedule 'A' hereto, and the floor plan thereof annexed as Schedule 'B' hereto.

2.2 Parking / Garage: Garage/Closed Parking Space No. _____, admeasuring _____ square feet, located at _____ in the Project, (if applicable), as permissible under applicable law.

2.3 Undivided Proportionate Share in Common Areas: Along with the Unit, the Purchaser/Allottee shall also hold an undivided proportionate share in the Common Areas as defined under clause (n) of Section 2 of the RERA Act, 2016, including but not limited to staircase, lobby, lift, terrace, setbacks, open spaces, common utilities and amenities, in the proportion that the carpet area of the Unit bears to the total carpet area of all units in the Project. The said undivided share in Common Areas shall be conveyed to the Association of Allottees as per applicable law.

3. CONVEYANCE OF TITLE

3.1 The Vendor/Promoter hereby conveys absolute and clear title of the unit (more particularly described in Schedule 'A') together with the undivided proportionate share in

the Common Areas to the Purchaser/Allottee, free from all encumbrances, charges, liens, attachments, claims, demands, and disputes of any nature whatsoever.

3.2 The Vendor/Promoter hereby hands over lawful, vacant, peaceful, physical possession of the unit to the Purchaser/Allottee on the date of execution of this Deed, and the Purchaser/Allottee hereby acknowledges taking such possession.

3.3 The Vendor/Promoter undertakes to hand over all necessary documents, title deeds, approved plans, occupancy/completion certificates and other relevant papers to the Association of Allottees as required under applicable law.

4. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER

The Vendor/Promoter hereby represents, warrants and covenants to the Purchaser/Allottee as follows:

- (i) The Vendor/Promoter has absolute, clear and marketable title with respect to the Said Land and has the requisite rights and authority to carry out the development and execute this Deed;
- (ii) The unit and the Said Land are free from all encumbrances, charges, mortgages, liens, attachments, lis pendens, disputes and claims of any nature whatsoever;
- (iii) There are no litigations pending before any Court/Tribunal/Authority with respect to the Said Land, the Project, or the unit;
- (iv) All approvals, licenses and permits issued by competent authorities with respect to the Project, the Said Land, and the unit are valid, subsisting and have been obtained by following due process of law;
- (v) The Vendor/Promoter has not entered into any prior agreement for sale, development agreement or any other arrangement with any other person in respect of the Unit that may affect the rights of the Purchaser/Allottee;
- (vi) The Unit and the Said Land are not subject to any acquisition/requisition proceedings by any government or local authority;
- (vii) The Unit is not a subject matter of any HUF and no part thereof is owned by any minor;
- (viii) The said property is not Waqf property;
- (ix) The Vendor/Promoter has duly paid all outgoings including land cost, ground rent, municipal taxes, water and electricity charges, maintenance charges and all other statutory dues payable to the competent authorities up to the date of execution of this Deed, and any liability for non-payment of such amounts prior to this date shall remain the responsibility of the Vendor/Promoter;
- (x) The construction of the Unit has been carried out as per the sanctioned building plan and specifications, and any deviation therefrom has been duly regularized;
- (xi) The Occupancy Certificate / Completion Certificate has been duly obtained from the competent authority in respect of the Building/Tower in which the Unit is situated.

5. RIGHTS OF THE PURCHASER/ALLOTTEE

5.1 The Purchaser/Allottee shall have exclusive ownership and possession of the Unit described in Schedule 'A'.

5.2 The Purchaser/Allottee shall also have an undivided proportionate share in the Common Areas and shall be entitled to use the same, subject to timely payment of maintenance charges and compliance with the rules and regulations framed by the Association of Allottees and/or the maintenance agency from time to time.

5.3 The Purchaser/Allottee shall have the ownership of the garage/closed parking space(s), if any, as specified in Clause 2.2 above.

5.4 The Unit, along with the garage/closed parking (if applicable), shall be treated as a single indivisible unit for all purposes.

6. OBLIGATIONS OF THE PURCHASER/ALLOTTEE

6.1 The Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her/their own cost in good repair and condition.

6.2 The Purchaser/Allottee shall not carry out any structural alterations, additions or modifications to the Unit without prior written consent of the Association of Allottees/maintenance agency and without obtaining necessary approvals from the concerned authority.

6.3 The Purchaser/Allottee shall not change the colour scheme of the outer walls, painting of exterior windows, or make any change to the exterior elevation or design of the Building.

6.4 The Purchaser/Allottee shall not affix any signboard, name-plate, neon lights, advertisement material on the façade of the Building or the exterior of the Project.

6.5 The Purchaser/Allottee shall not store any hazardous or combustible goods in the Unit and shall not place any heavy material in the common passages or staircases.

6.6 The Purchaser/Allottee shall comply with all applicable laws, regulations, notifications and rules of any competent authority with respect to the Unit.

6.7 The Purchaser/Allottee shall pay all maintenance charges, municipal taxes, water and electricity charges, and other outgoings with respect to the Unit falling due after the date of taking possession.

7. DEFECT LIABILITY

In the event that any structural defect or defect in workmanship, quality or provision of services or any other obligation of the Vendor/Promoter in respect of the Unit is brought to the notice of the Vendor/Promoter within a period of five (5) years from the date of handing over possession, it shall be the duty of the Vendor/Promoter to rectify such defects without any further charge, within thirty (30) days of being notified, failing which the aggrieved Purchaser/Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

8. WEST BENGAL APARTMENT OWNERSHIP ACT, 1972

This Conveyance Deed is executed in accordance with and subject to the provisions of the West Bengal Apartment Ownership Act, 1972, the Transfer of Property Act, 1882, the Registration Act, 1908, and all other applicable laws. The Purchaser/Allottee shall, upon execution of this Deed, become a member of the Association of Allottees (to be or already formed) and shall be bound by its rules and regulations.

9. INDEMNITY

The Vendor/Promoter shall indemnify and keep indemnified the Purchaser/Allottee against all costs, expenses, damages, claims, demands and proceedings arising out of or relating to:

- (a) Any defect in the title to the Said Land and/or the Unit;
- (b) Any undisclosed encumbrance, charge, lien or claim over the Said Land and/or the Unit;
- (c) Any breach of the representations and warranties made by the Vendor/Promoter under this Deed;
- (d) Any failure by the Vendor/Promoter to pay any outgoing due prior to the date of this Deed.

10. FURTHER ASSURANCES

Both Parties agree to execute, acknowledge and deliver to each other such further instruments and documents as may be reasonably required to give full effect to this Deed and to register this Deed and any supplementary deed(s) as may be necessary with the office of the concerned Sub-Registrar of Assurances.

11. COMPLIANCE WITH RERA / WBRERA

This Conveyance Deed is executed in compliance with and subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations made thereunder. In the event of any conflict between the terms of this Deed and the provisions of the RERA shall prevail.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Deed shall be governed by and construed in accordance with the laws of India for the time being in force.

12.2 All disputes arising out of or in connection with this Deed shall first be sought to be resolved amicably by mutual discussions. In the event of failure of amicable settlement, disputes shall be referred to the Adjudicating Officer appointed under the WBRERA, and thereafter to the appropriate courts/tribunals having jurisdiction over _____, West Bengal.

13. STAMP DUTY AND REGISTRATION

The stamp duty, registration fee and all incidental charges in connection with this Deed shall be borne and paid exclusively by the Purchaser/Allottee. The Purchaser/Allottee confirms having paid the requisite stamp duty and registration charges before or at the time of registration of this Deed.

14. SEVERABILITY

If any provision of this Deed is held to be void, invalid or unenforceable under any applicable law, such provision shall be deemed deleted or modified to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT

This Conveyance Deed, read together with the Agreement for Sale dated _____ and all Schedules annexed hereto, constitutes the entire agreement between the Parties with respect to the conveyance of the Unit and supersedes all prior negotiations, understandings, arrangements and agreements between the Parties in that regard.

SCHEDULE 'A'

DESCRIPTION OF THE UNIT, GARAGE / CLOSED PARKING AND BOUNDARIES

UNIT DETAILS:

Unit No.: _____

Tower/Block/Building No.: _____

Floor: _____

Type: _____

Carpet Area: _____ sq. ft.

Super Built-up Area (if applicable): _____ sq. ft.

GARAGE / CLOSED PARKING (if applicable):

Garage/Parking No.: _____

Location: _____

Area: _____ sq. ft.

PROJECT DETAILS:

Project Name: _____

Address: _____

Mouza: _____

Block: _____

District: _____

PIN: _____

WBRERA Reg. No.: _____

Occupancy Certificate No.: _____ Dated: _____

SCHEDULE 'B'
FLOOR PLAN OF THE UNIT

[Please annex the approved floor plan of the Unit as approved by the competent authority, clearly showing the Unit No., dimensions, carpet area, and location within the floor/building.]

SCHEDULE 'C'
PAYMENT DETAILS

- 1 By cheque no. _____ dated _____
- 2 By cheque no. _____ dated _____
- 3 By cheque no. _____ dated _____
- 4 By cheque no. _____ dated _____
- 5 By cheque no. _____ dated _____
- 6 TDS (_____)
- 7 By cheque no. _____ dated _____

TOTAL

(RUPEES _____ ONLY)

IN WITNESS WHEREOF the Parties hereto have signed and executed this Conveyance Deed on the day, month and year first written above, in the presence of the attesting witnesses signing as such.

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR/PROMOTER:

(1) _____
(Authorized Signatory / Promoter / Director)

Name: _____
Designation: _____
PAN: _____
Aadhaar No.: _____

Executed at _____ on _____.

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/ALLOTTEE(S):

(1) _____
Name: _____
PAN: _____
Aadhaar No.: _____

(2) _____ [In case of joint allottees]
Name: _____
PAN: _____
Aadhaar No.: _____

Executed at _____ on _____.

WITNESSES:

1. Signature: _____
Name: _____
Address: _____
PAN/ID: _____

TULSA HOLDINGS

1st 9-7
Partner