

FORMAT OF CONVEYANCE DEED

This Deed of Sale (**CONVEYANCE DEED**) made at _____ on this day of 2024.

SRI CHITTA RANJAN DAS having **P.A.No. ADFPD8772Q**, (**AADHAAR** No. 9211-8586-3754, son of late Anil Chandra Das, Hindu by faith, Business by occupation, Nationality by Indian, resident of 11 Anil Bhawan, Jagadish Chandra Bhattacharjee Sarani, Hakimpara, P.O. & P.S. Siliguri-734001, District Darjeeling, - hereinafter called the "**LAND OWNER/VENDOR**") (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**".

AND

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Purchaser**" (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).

HYPSPACE CONSTRUCTIONS PRIVATE LIMITED PAN _____, a company duly incorporated under the Companies Act, 1956, having its registered office at 277 Hill Cart Road, P.O. & P.S. Siliguri -734001, West Bengal, represented by **MR.**, son of Mr., P.O. & P.S. Siliguri -734001, West Bengal, having PAN (**AADHAR NO.**), the Authorised Signatory duly authorised by the Resolution of the respective Board of Directors of the Company dated hereinafter referred to as the "**DEVELOPER/BUILDER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **THIRD PART**.

The Seller and Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

Contd.

WHEREAS one Dhanabati Devi Agarwal wife of Lila Dhar Agarwal was the absolute owner & in possession of all that piece or parcel of land measuring 26 Decimal, appertaining to R. S. Plot No. 306/678, recorded in R.S. Khatian No. 602/2, J. L. No. 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, under R.S. Sheet No. 9, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Deed of Sale, being Document No. 1350, for the year 1984, registered at Jalpaiguri Sadar Additional Dist. Sub-Registry Office Jalpaiguri, executed by **Sri Krishna Pada Ghosh** of Siliguri and since then the said Dhanabati Devi Agarwal had been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

AND WHEREAS the said **Dhanabati Devi Agarwal** wife of Lila Dhar Agarwala out of the said total land measuring 26 decimal, transferred land measuring 19 decimal to Sri Chittaranjan Das, the landowner hereof by virtue of Deed of Sale, being Document No. I-1681, for the year 1991, registered at Additional Dist. Sub-Registry Office Jalpaiguri, free from all encumbrance and charges whatsoever.

AND WHEREAS thereafter the said **Chitta Ranjan Das** also recorded the aforesaid land in his name in the record or rights at the office of the B.L. & L.R.O., Rajganj being Khatian No. 243 and the same was framed in the name of **Chitaranjan Das**, as per provision of W.B.L.R. Act. 1955.

AND WHEREAS by virtue of the aforesaid Deed of Sale, Record of Rights the said **Chitta Ranjan Das** has become the sole, absolute and exclusive owner of the aforesaid land total measuring 19 Decimal, more particularly described in the Schedule hereunder having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS in the manner aforesaid, the above named First Party became the sole, absolute and exclusive owner of land measuring 19 Decimal and ever since then the First Party is in exclusive, khas 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 free from all encumbrances whatsoever.

AND WHEREAS thereafter the aforesaid Landowner being desirous to developed their aforesaid land into Residential cum Commercial building complex has appointed to **HYSACE CONSTRUCTIONS PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956, as a Developer/Promoter for construction/development of a Basement plus Ground plus 4 Storied Residential cum Commercial Building on the aforesaid plot of land measuring 0.19 Acres by virtue of Development Agreement, vide Deed No. 071108552 for the year 2021, recorded in Book No. I, Volume No. 0711-2021, Pages from 231403 to 231435 and registered in the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri.

AND WHEREAS abovenamed **HYSACE CONSTRUCTIONS PRIVATE LIMITED** is constructing the said residential building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Plan No. _____, dt _____, sanctioned on _____ for a ground plus five storied residential cum commercial (mercantile retail) building.

AND WHEREAS : the above named third party have started construction of a Basement plus Ground plus 4 Storied Residential cum Commercial Building unto the homestead land as fully described in the **Schedule "A"** appended below consisting of garages, shops and service areas in ground floor and acquired the rights and interest to develop the Schedule-A land and to sell its allocation through registered Deed of Development/Construction.

A. The said land is earmarked for the purpose of building a residential cum Commercial project, comprising in plots _____ and the said Project shall be known as **KALIKA SQUARE ("Project")**;

B. The Builder has fully constructed and completed the building at KALIKA SQUARE in accordance with the said sanctioned building plans on __ and received the Completion Certificate being ____ dated ____ from Zilla Parishad, District Jalpaiguri. The Purchaser/s has/have been informed and has/have understood that the Vendor may at its discretion construct additional floor in the said building with the prior approval of the concerned authority and the Purchaser/s are agreeable to the same. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above.

C. By an Agreement for Sale dated ____, recorded in Book no. __, Volume No. ____ Pages from __ to __, being no. ____ for the year 20__ before the Office of ____; made between the Vendor herein of the First Part, and Purchasers of the Other Part, the Vendor agreed to sell and the Purchaser agreed to purchase a Residential Apartment being No. ____ on the ____ floor of Tower No. _____ in the project named as Retreat at Godrej Prakriti measuring _ sq.mtrs (__square feet) of carpet area as

per the West Bengal Real Estate Regulatory Authority be the same little more or less along with the right to park no. of cars in parking area Together with the undivided proportionate share in the land comprised underneath the Tower as attributable to the said apartment Together with the undivided share or interest in the Common Areas and Facilities at Retreat at Godrej Prakriti for a total consideration of Rs. _____/- (Rupees _____ only) plus the applicable taxes and on the other terms and conditions mentioned.

D. The Purchaser/s has inspected, scrutinized and is satisfied with the Vendor's right, title and interest to the subject land as well as project land, the Vendor's rights and interest in the building named _____ developed on the Project Land, the sanctioned Building Plan and other documents relating to the construction made, and have represented to the Vendor that, under law, the Purchaser/s is/are eligible to purchase the aforesaid residential Apartment and there are no restrictions on the Purchaser/s to obtain conveyance under this Deed from the Vendor and as such the Vendor is executing this Deed of Conveyance in favour of the Purchaser on the terms and conditions mentioned herein.

E. The Purchaser has now satisfied himself as to the following:-

- (a) The super built up area of the Unit.
- (b) Structural stability of the Tower.
- (c) Construction of the Tower and the Unit.
- (d) The fittings and fixtures installed.
- (e) Completion and finishing of the Unit.
- (f) The situation of car parking space, if purchased.
- (g) The supply of water and electricity.
- (h) The common facilities and amenities of the Tower and the Complex.

NOW THIS INDENTURE WITNESSETH that in pursuant of the said Sale Agreement and in consideration of the aforesaid sum of **Rs.**/- (**Rupees** **Only**) the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser and the said unit and properties appurtenant thereto) the Vendor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser All that a Residential Apartment being No. ___ on the ___ floor of Tower No. ___ in the project named as KALIKA SQUARE measuring ___ sq.mtrs (___ square feet) of carpet area as per the West Bengal Housing Industry Regulation Act, 2017 be the same little more or less along with the right to park no. of cars in parking area more fully and particularly mentioned and described in the **PART III SCHEDULE A**

hereunder written with fittings and fixtures to be provided therein by Vendor and wherever the context so permits shall include the Purchaser's proportionate undivided share in the Common Areas and Service Installations as also in the land underneath the Tower attributable to the said Apartment (all of which are hereto before as well as hereinafter collectively referred to as the **SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Co-Owners and the other lawful occupants of the Complex **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser.

II. **AND THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER** as follows:-

(a) Notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

(c) The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor.

(d) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

(e) The Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.

(f) **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

(g) The Vendor has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

(h) The Vendor doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.

III. **AND THE PURCHASER HEREBY COVENANT WITH THE VENDOR** as follows

:-

- a) THAT the Purchasers and all other persons deriving title under him/her shall and will at all times hereafter shall observe the restrictions/ Rules regarding the user of the said Apartment and Appurtenances and also the obligations set forth in the Schedule “.....” hereunder written.
- b) THAT the Purchasers shall within three months from the date of execution of these presents at his/her/their cost shall apply for obtaining mutation of his/her/their name(s) as the owners and Apartment and Appurtenances is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and imposition payable in respect of the New Building as may be determined and fixed by the Vendor and upon appointment of the Facility Management Company (FMC) in such FMC without raising any objection whatsoever.

- c) THAT the Purchasers shall at all times from the date of possession, irrespective of the Purchaser's taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cesses including but not limited to, multi-storied building tax, GST, water tax, Urban Land Tax, Goods & Service Tax, land under construction tax, property tax, if any, and other levies impositions and outgoings (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Flat/Unit and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchasers, the Purchasers shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the said FMC, to such FMC.
- d) That the Vendor shall form an Association of the Purchaser/s of Apartment in the Project, as it may deem fit and proper in respect of the tower(s) comprised in Project known by such name as the Vendor may decide, which shall be responsible for maintenance and management of the Project, within such period as may be prescribed under the Relevant Laws.
- e) That the Vendor shall form an Association/Apex Body/Federation/common organisation for the Subject Land for each of residential and commercial zones (“**Apex Body**”), as the Vendor may deem fit, for the purposes of effective maintenance and management of the Subject Land including for Common Areas and amenities of the Project and/or of the Subject Land at such time and in such a manner as the Vendor may deem fit to be known by such name as the Vendor may decide, within such period as may be prescribed under the Relevant Laws.
- f) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out hereunder), the maintenance and management of the Project, without any reference to the Purchaser/s and other occupants of the Project, even after formation of the Association/Apex Body/Federation/common organisation/Apex Bodies on such terms and conditions as the Vendor may deem fit and the Purchaser/s hereby gives their unequivocal consent for the same. For this purposes the Vendor, in its discretion provide suitable provisions in the constitutional documents of the
Association/Apex Body/Federation/common
organisation/Apex Bodies/common organisation.

- g) Make provisions for payment of outgoings/CAM to the Association/the Apex Body/Federation for the purposes of maintenance of Project/Phase in which the Apartment is located and the entire Subject Land.
- h) The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and Articles of Association drafted/adopted by the Vendor for the Association, necessary for the formation and registration of the Association/Apex Body/Federation/common organisation within 10 (ten) days from intimation by the Vendor. The Purchaser/s agree(s) not to object to any changes/amendments made by the Vendor in the draft/model bye-laws/memorandum and Articles of Association for the Association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Vendor and the other Purchaser/s of apartment(s) in the Project/Phase. The Purchaser/s shall be bound by the rules, regulations and bye-laws/memorandum and Articles of Association / Apex Body and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the Association by the Vendor as the case may be or as required by any other competent authority. The Purchaser/s hereby authorize Vendor to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.
- i) The Vendor may become a member of the Association/Apex Body/common organization to the extent of all unsold and/or unallotted Apartment(s) areas and spaces in the Project/Subject land.
- j) All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any such documents in this regard, shall be borne and paid by the Association/Apex Body.
- k) The Purchaser/s hereby acknowledge(s) and agree(s) that the Project is a part of the Subject Land and as such the Vendor shall hand over the common areas of the Subject Land including the said Project to the Association/Apex Body/common organization. The Vendor shall handover the common areas/common amenities of the Subject Land to the Association / Apex Body within such period as the Vendor may deem fit and proper, however such handing over shall not be later than 5 (five) years from date of the completion of the entire development of the said Subject Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with the relevant laws that may be in force from time to time and sale of all the apartments constructed in

the said subject land and receipt of the entire consideration in respect thereof. The Purchaser/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allote/s hereby agree(s) and confirm(s) that till handover to the Association or Apex Body, the Purchaser/s shall continue to pay all the outgoings as imposed by concerned authorities and proportionate charges to the Vendor from time to time.

- l) The Purchaser(s) has/have been informed and has/have understood that the Vendor may at its discretion construct additional floors in Tower Q (Sahyadri) and R (Kumayun) and the Purchaser/s are agreeable to the same. The Purchaser/s has/have also been informed that though at present, the sanctioned plan for the Project has been approved for construction of the said Towers – Q(Sahyadri) and R(Kumayun) upto B+G + 21 floors, however, the Environmental Clearance for the two abovementioned towers has been received for B+G+19 floors. The Promoter/Owner/ Vendor has submitted the revised application to the State Environment Impact Assessment Authority, West Bengal, and approval of the same is awaited. The Purchaser/s understand/s and is aware that upon receipt of the aforesaid Environmental Clearance the Vendor intends to construct the remaining 2(two) floors on the said Towers – Q (Sahyadri) and R(Kumayun) (“**Balance Floors**”). In the event if the Vendor is unable to construct the Balance Floors in the said Tower due to any reason whatsoever, the said Tower – Q (Sahyadri) and R(Kumayun) will be constructed till the 19th Floor in accordance with the statutory approvals. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above and the Purchaser/s has/have accordingly accorded his/her/its consent for the same
- m) It is agreed that in case any structural **defect** or any other **defect** in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within the stipulated period as mentioned under the Relevant Laws, it shall be the duty of the Vendor to rectify such **defects** without further charge, within 30(thirty) days, and in the event of Vendor’s failure to rectify such **defects** within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, Parties agree and confirm that the decision of the Vendor’s architect shall be final in deciding whether there is any actual structural **defect** in the Apartment/Flat / Building(s)/Wing(s) or **defective** material being used or regarding workmanship, quality or provision of service.
- n) The Purchaser/s has/have been informed and acknowledge(s) that the **FSI** proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Subject Land taking into account the **FSI** to be utilized for all buildings to be constructed thereon. The Vendor in its sole discretion, may allocate such buildable **FSI** for each of the buildings being constructed on the Project Land/Subject Land as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/Apartment/Flats in such buildings

(including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.

- o) The Purchaser/s acknowledge(s) that the Vendor alone is entitled to utilize and deal with all the development potential of the Project Land/Subject Land including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Land/Subject Land or elsewhere as may be permitted and in such manner as the Vendor deems fit.
- p) The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Vendor shall also be entitled to freely deal with other phases comprised in the said Project Land/Subject Land (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Vendor may deem fit (ii) the Vendor may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Vendor on the Project Land/Subject Land.
- q) Neither the Purchaser/s nor any of the other purchasers of the Apartment/Flats in the buildings being constructed on the Project Land (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of Apartment/Flats in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Vendor, till the time the development of the entire Layout as contemplated by the Vendor is completed by the Vendor.
- r) The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Vendor and the Vendor shall have the right to deal / use the FSI/TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Vendor alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.

- s) The Purchaser/s or the association / apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Vendor, if permitted by the Panihati Municipality and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Vendor who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Vendor may deem fit.
- t) Untill the conveyance of the structure of the Building(s)/Tower to the Association/Apex Body/Federation/Common Organisation, the Purchaser/s shall pay to the Vendor such proportionate share of outgoings as may be determined by the Association/Apex Body/Federation/Common Organization. The Purchaser/s further agrees that till the Purchaser/s' share is so determined, the Purchaser/s shall pay to the Vendor provisional monthly contribution as determined by the Vendor from time to time. The amounts so paid by the Purchaser/s to the Vendor shall not carry any interest and remain with the Vendor until a conveyance in favour of the Association/Apex Body/Federation/Common Organisation as aforesaid. On such conveyance being executed, the balance amount of deposits shall be paid over by the Vendor to the Association/Apex Body/Federation/Common Organisation.
- u) The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser/s as advance or deposit, sums received and retained by the Vendor till the time the Association/Apex Body/Federation/Common Organisation is formed, subsequently on account of Association or Apex Body/Federation/Common Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

IV. THE VENDOR FURTHER COVENANTS WITH THE PURCHASER AS FOLLOWS:

- i) The Vendor holds right, title and interest in respect of the Project Land comprised in the building (as described in Part – II of the Schedule A hereunder written) and that their title thereto is good, marketable and subsisting;
- ii) The Vendor is entitled to transfer the Said Apartment and Appurtenances to the Purchaser;

- iii) That the Said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;
- iv) The Vendor will pay all taxes, rates and cesses, in respect of the Said land up to the Possession Date as mentioned in the Clause no.7 of the said Agreement of Sale.....;
- v) The Purchaser(s) hereby agrees that post expiry of the time specified in the Notice of Possession the Allotee/s shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Vendor, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Purchaser/s.
- vi) The Purchasers has/have been informed and has/have understood that the Vendor may at its discretion construct additional floors in Building/Tower ___ and ___ of the Project/Phase and the Purchaser/s are agreeable to the same. The Purchaser/s has/have also been informed that though at present, the Vendor has received the Environmental Clearance for construction up till 19 floors in these building/towers , the development permission has been received for construction of the said Building/Towers up till the 21st floor while the Vendor has applied for a revision of the Environmental Clearance, it be noted that the Vendor intends to construct additional 2 (two) floors on the said Tower – ___ and ___ (“Additional Floors”) thereby increasing the height of the said Building/Tower – and __, without impacting the area of the Apartment/Flat of the Purchaser/s, provided that the same is approved by the relevant Government Authorities. In the event if the Vendor is unable to construct the Additional Floors in the said Tower due to any reason whatsoever, the said Building/Tower – ___ and ___ will be constructed till the 19th Floor or in accordance with the approval received by the relevant Government Authorities. The Purchaser/s has/have confirmed that he/she/they has/have no objection to the above and the Purchaser/s has/have accordingly accorded his/her/its consent for the same in the prescribed format as set out in Annexure ___ thereto.
- vii) The Purchaser/s hereby agree/s that in case the Purchaser/s fail/s to respond and/or neglects to take possession of the Flat/Unit within the time stipulated by the Vendor as per Clause 7.2 of the said Agreement for Sale, then the Purchaser/s shall pay to the Vendor holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per

square meter of the Total Area of the Flat/Unit (“**Holding Charges**”) and applicable maintenance charges as per Clause 7.2 and 7.3 in the said Agreement, towards upkeep and maintenance of the common areas and facilities (if any) and proportionate municipal rates and taxes attributable to the said Flat/unit for the period of such delay. During the period of said delay the Flat/Unit shall remain locked and shall continue to be in possession of the Vendor but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

- viii) The Purchaser hereby agrees that post expiry of the time specified in the Notice of Possession the Allotee/s shall be deemed to have accepted the Flat/Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Vendor, with respect to any item of work alleged not to have been carried out or completed. The Allotee/s expressly understands that from such date, the risk and ownership to the Flat/Unit shall pass and be deemed to have passed to the Purchaser/s.

V. THE PURCHASERS COVENANT WITH THE OWNERS AND THE VENDOR AS FOLLOWS:

- i) Prior to this Deed of Conveyance, the Purchaser has surveyed and measured the area of the said Apartment and upon being fully satisfied has entered into this Deed of Conveyance and as such the Purchaser shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives its right, if any, to do so.
- ii) The said total consideration has been paid to the Vendor after deduction of tax at source (TDS) in accordance with the provisions of the Income Tax Act, 1961 and the necessary TDS certificate(s) shall be provided by the Purchasers to the Vendor within 1 (one) month from the date of execution of these presents;
- iii) The Purchasers shall, from the date of possession of the said Apartment whether physical possession of the same is taken or not by the Purchaser pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.
- iv) The Purchasers shall, after possession is made over to him, use and enjoy the said

Apartment solely for residential purpose and in a manner not inconsistent with its rights hereunder and without committing any breach, default or creating any hindrance to the rights of the other occupiers / Purchasers of other Apartment owners/ occupiers of project land.

- v) The Purchasers shall not seek partition or division or separate possession in respect of the Said Apartment and Appurtenances. None of the purchasers / occupiers of the apartments shall make any obstruction or store or keep any article in Common Areas and Facilities area.
- vi) The Purchasers shall not do or suffer to be done anything in or to the Said Apartment which may adversely affect the Said Apartment and/or the new building.
- vii) The Purchasers shall not enclose the terrace/ deck/ balconies/ utility areas under any circumstances without written consent of the Vendor and/or Association as and when it is formed and shall keep the terrace/ deck open to the skies all time.
- viii) If any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Said Apartment and Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchasers.
- ix) The parties hereby mutually covenant with each other that the right to use the Common Areas and Facilities & amenities in the project land shall be in common with the other flat owners / occupiers of and the same shall always be co-existent and co-terminus with the ownership of the Said Apartment and Appurtenances and cannot be transferred separately.
- x) The Purchasers shall bear the stamp duty and registration charges including the registration fees, legal fees and such other incidental expenses/ charges in respect of registration of this Deed of Conveyance.
- xi) In case of conflict between the provision of the said Agreement for Sale other documents executed between the parties and this Deed then this Deed of Conveyance shall override the provisions of the said Agreement for Sale and any other prior agreement between the parties hereto.

xii) Any dispute or difference between the parties hereto arising out of and/or relating to and/or connected with the Said Apartment and Appurtenances and/or this Deed or any term or condition herein contained and/or relating to interpretation thereof, shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either party, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by the Vendor. In case the Purchaser delays/neglects/refuses to select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Vendor is acceptable to both the parties as the sole arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Siliguri.

SCHEDULE - "A"

(DESCRIPTION OF THE LAND OF FIRST PARTY)

All that piece and parcel of land measuring 19 Decimal more or less appertaining to and forming part of RS Plot No. 306/678, recorded in RS Khatian No. 602, JL No. 2, RS Sheet No. 9 corresponding to **LR Plot No. 2** recorded in **LR Khatian No. 243** under LR Sheet No. 59, situate at Mouza- Dabgram, Pargana Baikunthpur, Police-Station Bhaktinager, within Gram Panchayat Dabgram II, located at Iskcon Mandir Road, District Jalpaiguri. The annual rent of which is payable to Government of West Bengal through BL & LRO, Rajganj, District Jalpaiguri and butted and bounded as follows :

North; 32'ft wide Metal Road,

South: sold land of Aganeshwari Roy,

East: 8'ft Private Passage, and

West: land of Sapan Kr Bal.

SCHEDULE - "B"

(FLAT & PARKING HEREBY AGREED TO SALE)

ALL THAT one residential flat (Tiles/Marble floor) measuring more or less about _____ Sq. Ft. or equal to _____ square meter and Total super Built up area _____ Sq. feet or equal to _____ square meter square meter at Second Floor, being flat No."2E", Block- "B, along with open Parking admeasuring _____ (One Two Zero) Sq. Ft. or equal to _____ square meter at Ground Floor of the building named "KALIKA SQUARE" constructed on the land as described in Schedule- "A" herein above together with undivided and impartible proportionate share in the land.

IN WITNESS whereof, it is declared by the Seller and the Purchaser that this sale deed has been drafted by the advocate on their instructions and after satisfying the same in their Vernacular, the seller and purchaser have signed and executed this sale deed on the day, month and year, first hereinabove written in the presence of the Seller and Purchaser.

WITNESSES

1.

SELLER

2.

PURCHASER

Prepared as per the instructions of the
Parties & printed in my office:

Advocate, Siliguri