

## **DEED OF CONVEYANCE**

This Conveyance Deed (“Deed”) executed on this \_\_ (Date) day of  
\_\_\_\_\_ (Month), 20\_\_\_\_,

**1.SMT. JANAK KAUR**(P. A. No. AGWPK8926D) W/O Sri Manjit Singh, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at Bankim Nagar, 2<sup>nd</sup> Mile, Ward No. 41, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734008, in the State of West Bengal,

**2. “NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED”**,(P. A. No. AABCN0449E), a private limited company incorporated under companies Act, 1956, having its registered Office at 4<sup>th</sup> Mile, Sevoke Road, Siliguri, S. M. C Ward No. 42, P.O-Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin-734008, in the State of West Bengal, represented by one of its Director **SRI PRADEEP KUMAR AGARWALA** S/O Late Madan Lal Agarwala, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at Nehru Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S. Siliguri, Dist. Darjeeling, Pin-734005 hereinafter called the **“VENDORS”**(Which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

A N D

[If the Allottee is a company]

\_\_\_\_\_ (CIN: [●]) a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●] (PAN: [●]), represented by its authorized signatory (Aadhar no. [●]) duly authorized vide Board resolution dated [●] (“Allottee”) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART.**

[OR]

[If the Allottee is a partnership firm]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●] (PAN: [●]), represented by its authorized Partner [●] (Aadhar No. [●]) duly authorized vide [●] dated [●] (“Allottee”) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the SECOND PART.

[OR]

[If the Allottee is an LLP]

[●] LLP, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, (having LLPIN: [●], and PAN: [●]) having its registered office at [●], represented by its authorized partner [●] (Aadhaar No. [●] and PAN: [●]), son of [●], authorized vide [●], residing at [●], (“Allottee”) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the SECOND PART.

[OR]

[If the Allottee is an individual]

Mr./Ms. [●] (Aadhaar No.: [●]) son / daughter of [●], aged about [●] years, residing at [●] (PAN:[●]), (“Allottee”) (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the SECOND PART.

[OR]

[If the Allottee is a HUF]

Mr. [●] (Aadhaar No. [●]) son of [●] aged about [●] years for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at [●] (PAN No.: [●]), (“Allottee”) (which express shall unless repugnant their respective heirs, executors, administrators and permitted assigns) of the SECOND PART.

(Please insert details of other Allottee(s) in case of more than one Allottee)

A N D

**“MERRYVIEW DEVELOPERS”**, (P. A. No. ABMFM5195P), a Partnership Firm, having its Registered Office at RK Chambers #3A, 3<sup>rd</sup> Floor, Dwarika Tower, Burdwan Road, Siliguri-734001, P.O-Siliguri Bazar, P.S-Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its partner **SRI VISESH ZINDAL** (P. A. No. AAHPZ5660J) S/O Sri Raj Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at C-3, Block-1, Iskon Mandir Road, Sevoke Road, Siliguri-734001, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal, herein after called the **“SECONDPARTY/DEVELOPER/PROMOTER”** (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its legal heirs, administrators, legal representatives, and/or assigns) of the **THIRD PART**.

The Promoter, Owners and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINATIONS: For the Purpose of this agreement for Sale, unless the context otherwise requires:

- a. “ACT” means The West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b. “Rules” means The West Bengal Housing Industry Regulation Rules, 2018 made under The West Bengal Housing Industry Regulation Act, 2017

c. "Regulation" means the regulation made under The West Bengal Housing Industry Regulation Act, 2017

d. "Section" means the sections of the Act.

**WHEREAS** the Vendor No. 1 of First Part is the absolute owner of all that piece or parcel of land measuring 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres, appertaining to R. S. Plot No. 95, recorded in R. S. Khatian No. 2/1, under R. S. Sheet No. 6, J. L. No 2, situated at Mouza-Dabgram, Pargana–Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 43, Dist–Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 42, pages from 131 to 134, being Document No. 3473, for the year 2001, registered at D.S.R, Jalpaiguri, executed by **Mr. Dil Hasan Ansari S/O Late Abdul Razzak** of Purba Bairagi Para, Jalpaiguri and shall ever since then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**AND WHEREAS** the Vendor no.1 also recorded the aforesaid land in its name in the Record of Rights at the Office of B. L. & L. R. O Rajganj and shall ever since One New L. R. Khatian, being Khatian No. 172 was framed in the name of Vendor no.1, as per provision of W.B.L.R Act 1955

**AND WHEREAS** by virtue of aforesaid Deed of Conveyance and L.R Record the First Party(Land Owner) become the sole absolute owner of the aforesaid land total measuring 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres, having permanent heritable & transferable right, title & interest therein.

**WHEREAS** the **Vendors No. 2 of First Part** is the absolute owner of all that piece or parcel of land measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals, appertaining to R. S. Plot No. 95, recorded in R. S. Khatian No. 2/1, under R. S. Sheet No. 6, J. L. No 2, situated at Mouza-Dabgram, Pargana–Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 43, Dist–Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, being Document No.2121, for the year 2005, registered at D.S.R, Jalpaiguri, executed by **Hasan Ansari S/O Late Abdul Rajjak Ansari** of Gandhi Nagar, Siliguri and shall ever since

then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**AND WHEREAS** the Vendor no.2 also recorded the aforesaid land in its name in the Record of Rights at the Office of B. L. & L. R. O Rajganj and shall ever since One New L. R. Khatian, being Khatian No. 313 was framed in the name of Vendor no.2, as per provision of W.B.L.R Act 1955

**AND WHEREAS** by virtue of aforesaid Deed of Conveyance & L.R Record the Vendors No. 2(Land Owner) become the sole absolute owner of the aforesaid land total measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals, having permanent heritable & transferable right, title & interest therein.

**AND WHEREAS** thereafter the Vendor No.1 & 2 amalgamated their land into a single land & desirous of constructing a Ground plus Five storied Commercial Cum Residential Building on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a residential Cum Commercial Apartment. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e. Siliguri Municipal Corporation on -----, vide approved building Plan, being Plan No. ...., dated .....

**AND WHEREAS** thereafter the Vendors also prepared a Plan for the construction of a **Ground plus Five storied Commercial Cum Residential Building** on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a **residential Cum Commercial Apartment**. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e. Siliguri Municipal Corporation on \_\_\_\_\_, vide approved building Plan, being Plan No. \_\_\_\_\_, dated \_\_\_\_\_.

**AND WHEREAS** due to lack of knowledge of constructions works the Vendorss/land owners approached to **"MERRYVIEW DEVELOPERS"**(Developer) to enter into an agreement i.e. Development Agreement for the developing their land by constructing of **Ground plus Five storied Commercial Cum Residential Building** on the said amalgamated plot of land and said Development Agreement executed on **16<sup>st</sup> Day of October 2019**, by both the parties vide a **Registered Deed of Development Agreement, being Document No.I-071101707, for the year 2020, & Document No 071101596 for the year 2020 registered at A.D.S.R, Bhaktinagar**, and as well as the Vendors/land owners also executed a

General Power of Attorney in favour of Developer for the construction of the said building & sale the unit of the Developer Allocation along with the unit of Vendorss in the said building as mentioned in Development Agreement, vide a **General Power of Attorney, being Document No.I-071101787, for the year 2020, Document No.I-071101793, for the year 2020, registered at A.D.S.R Bhaktinagar.**

Thus the said Land is earmarked for the purpose of building a residential-cum commercial building and the said project shall be known as **MERRYVIEW RESIDENCY**

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

**A.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

**B.** The SILIGURI MUNICIAPL CORPORATION has granted the commencement certificate/ Sanctioned building Plan to develop the Project vide Plan No –....., dated .....

**C.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from SILIGURI MUNICIPAL CORPORATION. The Promoter 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;

**D.** The Promoter has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_;

**E.** The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of Flat \_\_\_\_\_ Sq. Ft. or equal to \_\_\_\_\_ square meter, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (“Building”) along with garage/covered/open parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. or equal to \_\_\_\_\_ square meter in the \_\_\_\_\_ [Please insert the location of the garage/covered

parking], as permissible under the applicable law and entitlement of corresponding proportionate share in the common areas (“ Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as 6 the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

**F.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**G.** \_\_\_\_\_ [Please enter any additional disclosures/details];

**H.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

**I.** 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;

**J.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered/parking (if applicable) as specified in para E.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definition

In this Deed unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the meanings assigned to them as under:

“ACT” means The West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act• XLI of 2017);

“Rules” means The West Bengal Housing Industry Regulation Rules, 2018 made under• The West Bengal Housing Industry Regulation Act, 2017

“Regulation” means the regulation made under The West Bengal Housing Industry• Regulation Act, 2017

“Section” means the sections of the Act.●

"Agreement" means the agreement specified in Recital L above, including all the• Schedules thereto and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties subsequent to the execution thereof;

"Applicable Law(s)" or shall mean any statute, law, regulation, ordinance, rule,● judgment, order, decree, bye-law, approval from the concerned authority, government resolution or any other similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;

“Association of Purchasers” shall mean an association formed by the purchasers of• units in the Project, as per the terms of the Agreement, for the purposes as mentioned in the Act;

"Authority” shall mean the West Bengal Housing Industry Regulatory Authority• constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;

“Building” shall have the meaning ascribed to it in Recital L;●

“Built Up Area” shall, in relation to the Unit mean the net usable floor area of the Unit,● including the thickness of the external walls with the



walls common with common areas shall be considered in full and walls common with other units shall be considered as half and shall include balconies or verandahs;

“Carpet Area” shall, in relation to the Unit, mean the net usable floor area of the Unit,• excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;

“Chargeable Area” shall, in relation to the Unit, mean the Built-Up Area of the said Unit• together with the proportionate Share in the Common Portions;

“Common Areas” shall mean and include the area as detailed in Schedule C below;•

“Date of Possession” shall have the meaning ascribed to it in Clause 5.2 of this Deed;•

“Deed” means this deed of conveyance executed between the Purchaser, Promoter and• Vendors whereby the Promoter and the Vendors selling, transferring and conveying the Unit and Appurtenances together in favor of the Purchaser;

"Effective Date" shall mean the date of execution of this Deed;•

"Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien,• hypothecation, security interest, assignment, non-disposal or other restrictive covenant or undertaking, option, right of pre-emption, easement, quasi-easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Land and/or structures constructed thereon till the Effective Date or other Third Party interest or claim which could affect the development and / or ownership of the Project Land and shall include any breach or non-performance of Owners' obligations by any means, including breach or non-performance under any approval or consent from any authority;

"INR" shall mean the currency of the Republic of India;•

"Land Share" shall mean undivided, variable, impartible, proportionate share in the• Project Land, as be attributable to the Unit. The Land Share is/ shall be derived by taking into consideration the proportion which the Built-Up Area of the Unit bears to the total built up area of the Building;

"Parking Space" shall mean open/covered Parking Space bearing number [•] situated• at [•] forming part of the Project.

"Person" means any individual, company, corporation, partnership, limited liability• partnership, joint venture, trust, unincorporated organization, government or government authority or agency or any other legal entity that may be treated as a person under Applicable Law;

"Project" shall have the meaning ascribed to it in Recital I of this Deed;•

"Project Land" shall have the meaning ascribed to it in Recital E, described in Schedule• A of this Deed and demarcated in colour Red on Plan A attached;

"Registration Certificate" shall have the meaning ascribed to it in Recital K of this• Deed;

"Schedule" shall mean a schedule to this Deed;•

"Share in The Common Portions" shall mean undivided, variable, impartible,• proportionate share in the Common Areas, amenities and facilities of the Building, the said Common Areas, amenities and facilities being described in the Schedule C below (collectively "Common Portions"). The Share In The Common Portions shall be derived by taking into consideration the proportion which the built up area of the Unit bears to the total built up area of the Building.

"Third Party" shall mean and refer to a Person who is not a party to this Deed;•

“Unit” shall mean [●], described in Schedule B below and demarcated in colour Green● and bold on Plan B attached, comprised in the Building constructed on the Project Land; and

“Unit and Appurtenances” shall mean collectively the Unit, Land Share, the Parking● Space and Share in The Common Portions.

## 1.2 Other Terms

Other terms may be defined elsewhere in the text of this Deed and, unless otherwise indicated, shall have such meaning throughout this Deed.

## 1.3 Interpretations

1.3.1. Unless there is something in the subject or context inconsistent therewith:

a. any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye-laws, permissions and directions for the time being made issued or given there under or deriving validity there from;

b. unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders;

c. a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Deed;

d. the term “or” shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;

e. the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

1.3.2. The heading and bold typeface appearing in this Deed are for reference only and shall not affect the construction thereof;

1.3.3. Reference to any agreement, contract, deed or document shall be construed as including any amendment, modification, alteration or variation to it, any renovation of it, and/or anything supplemental to it;

1.3.4. Each of the representations and warranties provided in this Deed is independent of other representations and warranties in this Deed and unless the contrary is expressly stated, no clause in this Deed limits the extent or application of another clause;

1.3.5. Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or schedule shall prevail; and

1.3.6. Any Schedule or appendix to this Deed shall take effect as if set out in this Deed and references to this Deed shall include its Schedules and appendices.

## 2. Terms of Transfer

2.1. The Vendors confirm, accept and assure the Purchaser that the Vendors are the lawful owners of the Project Land free from all Encumbrances whatsoever and have marketable and saleable right, title and interest in the Project Land.

2.2. The Vendors and the Promoter jointly confirm, accept and assure that the Vendors and the Promoter have marketable and saleable right, title and interest in the Building.

2.3. The Purchaser confirms, accepts and assures the Vendors and the Promoter that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the right, title and interest of the Vendors and the Promoter in the Project Land and the Building respectively, the Plans, the Registration Certificate, all the background papers recited in the

Recital of this Deed hereto and the rights of the Vendors and the Promoter to enter into this Deed and shall not raise any objection with regard thereto.

2.4. The Purchaser confirms, accepts and assures the Vendors and the Promoter that the Purchaser has examined or caused to be examined

(a) the construction and completion of the Building, the Common Portions and the Unit And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof and

(b) measurement of the Built Up Area/Carpet Area of the Unit and the Purchaser is fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so.

2.5. The Vendors and the Promoter have agreed to sell the Unit and Appurtenances to the Purchaser, on the terms and conditions contained in the Agreement and this Deed and such sale is being affected by the Vendors and the Promoter conveying the Unit and Appurtenances, to the Purchaser in the manner mentioned in Clause 3 below.

2.6. The Purchaser confirms, accepts and assures the Vendors and the Promoter that notwithstanding anything contained in the Agreement and this Deed, it is clearly understood by the Purchaser that the right, title and interest of the Purchaser is confined only to the Unit And Appurtenances and the Vendors and/or the Promoter are entitled to sell and/or dispose of all other portions of the Project Land and the Building to any Third Party at the sole discretion of the Vendors and/or the Promoter, to which the Purchaser under no circumstances shall be entitled to raise any objection and waive his/her/its right to do so.

2.7. The covenants of the Purchaser ("Purchaser's Covenants") as mentioned in the Schedule D below shall perpetually run with the Project Land and the Building. The Parties agree, accept and confirm that the Purchaser's Covenants shall bind the Purchaser and his/her/its successors-in-title or interest and this Deed is based on the undertaking that the Purchaser's Covenants shall be strictly performed by the Purchaser.

2.8. The sell, transfer and conveyance of the Unit and Appurtenances being affected by this Deed is subject to:

2.8.1. Purchaser observing, performing and accepting the Purchaser's Covenants, described in the Schedule D below; and

2.8.2. Indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder.

### 3. DEMISE

3.1 That in consideration of a sum of Rs. \_\_\_\_\_ only paid by the Purchaser/s to the Promoter/Developer, receipt of which is duly acknowledged (subject to realization/clearing of Cheque/Draft etc.) by the Promoter/Developer by execution of these presents and also in memo of consideration attached herewith and grants full discharge to the Purchaser/s from the payment thereof and the Promoter/Developer and the Vendors do hereby convey and transfer absolutely and Schedule –B property to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

3.2 The Vendors and the Promoter hereby sell, convey and transfer to and unto the Purchaser, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Unit and Appurtenances described in Part I of the Schedule B below, in the manner below.

3.3 At the request of the Promoter, the Vendors, are hereby selling, conveying and transferring to the Purchaser the Land Share i.e. an undivided, variable, impartible, proportionate share in the Project Land described in Schedule A below, as be attributable to the Unit which has

been derived by taking into consideration the proportion which the Built Up Area of the Unit bears to the total built up area of the Building.

3.4 The Promoter is hereby selling, conveying and transferring to the Purchaser:

3.4.1 The Unit, described in Part I of the Schedule B below;

3.4.2 Parking Space; and

3.4.3 Share in The Common Portions, i.e. an undivided, variable, impartible, proportionate share in the Common Portions described in the Schedule C below which has been derived by taking into consideration the proportion which the built-up area of the Unit bears to the total built up area of the Building.

#### 4. AGREED CONSIDERATION

4.1 Amount: The aforesaid transfer of the Said Unit And Appurtenances is being made in consideration of a sum of INR [•] (Indian Rupees [•]) (“Agreed Consideration”), which includes (1) the consideration received by the Vendors through the Promoter towards price of the Land Share and (2) the consideration received by the Promoter towards price of the said Unit, Parking Space and Share In The Common Portions, and the Vendors and the Promoter hereby and by the Receipt and Memo below, admit and acknowledge the same. The Agreed Consideration above includes the Goods and Services Tax (GST), as applicable on the date of execution of this Deed, only. Any additional taxes applicable on the sale, transfer and conveyance of the Unit and Appurtenances in favor of the Purchaser shall be borne and payable by the Purchaser.

4.2 Stamp Duty and Registration Costs: Requisite stamp duty, registration fees, charges and miscellaneous expenses for execution and registration of this Deed has been paid by the Purchaser within 7 (seven) days of demand being made by the Promoter in writing, in this regard.

#### 5. CONSTRUCTION, POSSESSION AND COMPLETION OF SALE

5.1. The Promoter has constructed, completed and made habitable the Unit and the Common Portions according to the specifications mentioned in Schedule E below and has obtained occupancy certificate from the concerned authority in respect of the entire Project.

5.2. After obtaining occupancy certificate from the concerned authority in respect of the entire Project, the Promoter has vide its letter dated [•] given notice to the Purchaser to take possession of the Unit, Land Share and Parking Space and upon receiving the said notice the Purchaser has taken possession of the Unit, Land Share and Parking Space on [•] (“Date of Possession”), after fulfilling all obligations under the Agreement, including payment of the balance amount of the Agreed Consideration, as indicated in the Part II of Schedule B of the Agreement and Miscellaneous Deposits and Charges as indicated in Part III of Schedule B of the Agreement. Further, possession of the Common Portions shall be handed over to the Association of Purchasers by the Promoter separately.

5.3. On the Date of Possession, the Purchaser is and shall be deemed to be completely satisfied with all aspects of the Unit and Appurtenances, including the measurement of the Unit and Appurtenances.

5.4. On and from the Date of Possession, the Purchaser is to be held liable for the following:

- (i) To pay all charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments, maintenance or other charges, utility charges and municipal and/or local body rates, taxes, cess etc. in respect of the Unit and Appurtenances; and
- (ii) All risks and costs relating to the Unit and Appurtenances. Further, on and from the Date of Possession, the Purchaser will not be entitled to raise any claim against the Promoter in respect of the Unit and Appurtenances for any reason whatsoever.

5.5. 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 Promoter as per this Deed relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the Date of Possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days of being brought to notice of the same, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved

Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## 6. INDEMNITY

6.1. The Purchaser indemnifies and agrees to keep the Transferors saved, harmless and indemnified of, from and against any loss or damages the Transferors may suffer as a result of non-payment, non-observance or non-performance by the Purchaser of the Purchaser's Covenants and/or any of the terms contained in this Deed.

## 7. MAINTENANCE OF THE PROJECT

7.1. The Purchaser shall be responsible to maintain the Unit and Parking Space from the Date of Possession. The Promoter shall, on and from the Date of Possession, hand over the maintenance of the Common Portions to the Association of Purchasers and it shall be solely responsible for maintenance of the Common Portions.

## 8. MISCELLANEOUS PROVISIONS



8.1. Independent Rights: Each of the rights of Parties hereto under instant Deed are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of Party.

8.2. Variation and Amendment: No variation or amendment of this Deed (including its Schedules and annexure) shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.

8.3. Notice: Any notice or communication which may be or is required to be given under this Deed shall be addressed to the addressee as given in the title to the instant Deed and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by speed post with acknowledgment due card, within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this Clause, by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple Purchasers, all communications shall be sent by the Transferors to the Purchaser whose name appears first and at the address given by him/her

which shall for all intents and purposes to consider as properly served on all the Purchasers.

8.4. Supersession: This Deed constitutes the entire understanding between Parties as to its subject-matter and supersedes any previous understanding or agreement on such subject matter between Parties, whether oral or otherwise.

8.5. Severability: If for any reason any court or other authority should determine, rule or decide that any clause or provision contained herein, or any similar clauses or provisions, are improper, unenforceable or violative of any Applicable Laws, then this Deed shall immediately be deemed amended or modified to exclude such clause or provision and the remainder of the Deed shall remain in full force and effect.

8.6. Further Assurances: The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Deed.

8.7. Conclusion of Contract: The Parties have concluded the contract of sale in respect of the Unit and Appurtenances by this Deed 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.

## 9. GOVERNING LAW AND JURISDICTION

9.1. This Deed shall be governed by and construed in accordance with the laws of India. Court at Siliguri, District Darjeeling shall have exclusive jurisdiction in respect of any dispute or matter that may arise out of, in relation to or in connection with this Deed.

### **SCHEDULE – “A”** **(DESCRIPTION OF THE LAND)**

All that piece or parcel of Vacant land measuring about **17(Seventeen)** Kathas or equal to **0.2805(Zero Point Two Eight Zero Five)** Acres, appertaining to R. S. Plot No. **95**, recorded in R. S. Khatian No. **2/1**, under R. S. Sheet No. **6**, J. L. No **2**, situated at Mouza-**DABGRAM**, Pargana–Baikunthapur, P.S. Bhaktinagar, Dist–Jalpaiguri, within Siliguri Municipal Corporation in Ward No. “**XXXXIII**”, **Located at Bhanu Nagar Bazar Road**, Addl. Dist. Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows:-

By the North: 20 Ft. wide S. M. C Road

By the South: Land of North Valley Ispat udyog Pvt Ltd

By the East : 28 Ft. wide S. M. C Road

By the West : Land of Mr. Ramudamu

**SCHEDULE – “B”**  
**(DESCRIPTION OF THE LAND)**

All that piece or parcel of land measuring **21(Twenty One)** Kathas **12(Twelve)** Chhataks or equal to **35.88(Thirty Five Point Eight Eight)** Decimals, appertaining to R. S. Plot No. **95**, recorded in R. S. Khatian No. **2/1**, under R. S. Sheet No. **6**, J. L. No **2**, situated at Mouza-**DABGRAM**, Pargana–Baikunthapur, P.S. Bhaktinagar, Dist–Jalpaiguri, within Siliguri Municipal Corporation in Ward No. **“XXXXIII”**, **Located at Bhanu Nagar Bazar Road**, Addl. Dist. Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows:-

By the North: Land of Janak Kaur

By the South: Land of Hasan Ansari

By the East : 28 Ft. wide S. M. C Road

By the West : Land of Md. Shahid Hossain

**SCHEDULE – “B”**  
**(FLOOR PLAN OF THE APARTMENT)**

ALL THAT one residential flat (Tiles/Marble floor) measuring more or less about \_\_\_\_\_(in words) Square meter Carpet area at \_\_\_\_\_ Floor, being flat No.“\_\_\_\_\_” of the building named “Merry View Residency” constructed on the land as described in Schedule- “A” herein above together with undivided and impartible proportionate share in the land along with allotment of a covered/open parking space measuring about \_\_\_\_\_ Sq. Ft. at ground floor being Parking No.\_\_\_\_\_.

**SCHEDULE "C"**  
**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running operating all machinery, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries bonus, other emoluments and benefits of and all other expenses on the persons employed or to be employed for common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal Tax, water tax and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for electric energy consumer for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the COMMON PURPOSE and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purpose.

**SCHEDULE "D"**  
**(COMMON PROVISIONS AND UTILITIES)**

1. Staircase, staircase landing and corridor on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes and common plumbing installation.
4. Lift & Generator,
5. Drainage and Sewerage.
6. Boundary walls and main gate.
7. Such other common parts, area and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

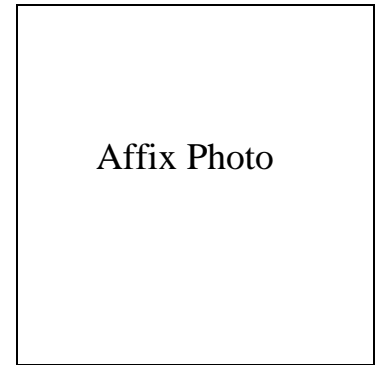
Separate sheets are being used for the purpose of affixing impressions of fingers of the hands of the Vendors, Developers and Purchaser/s.

IN WITNESS WHEREOF, THE PARTIES HERETO SETS SEALED AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN. SIGNED AND DELIVERED BY THE WITHIN NAMED 'VENDORS & DEVELOPER'.

WITNESSES: 1)

Name:-

Address:-



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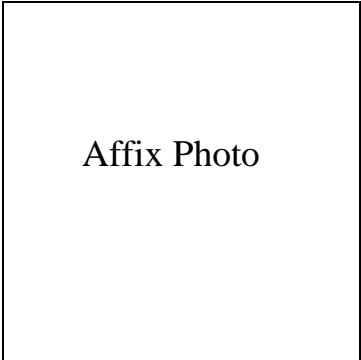
SIGNATURE OF THE VENDORS



\_\_\_\_\_  
DEVELOPER SIGNATURE OF

Drafted as per the instruction of the Executants, read over and explained by me to the Parties and printed in my Chamber:

\_\_\_\_\_ Advocate



\_\_\_\_\_  
DEVELOPER SIGNATURE OF

Drafted as per the instruction of the Executants, read over and explained by me to the Parties and printed in my Chamber:

\_\_\_\_\_ Advocate