

**THIS DEED OF CONVEYANCE (SALE)  
IS EXECUTED ON THIS \_\_\_\_\_ DAY OF  
TWO THOUSAND \_\_\_\_\_, (202 \_\_\_\_)**

**BY AND BETWEEN**

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

**AND**

**GREEN HILL VENTURE**, a Partnership Firm, **HAVING PAN NO. AAWFG8467D**,  
having its office at Goyal Plaza, Opposite Sachitra Hotel, P.S- Siliguri, P.O- Sevoke  
Road, Pin – 734001, District-Jalpaiguri, West Bengal., Hereinafter represented by one  
of its Partners:- **SRI. AMIT PODDAR S/O LATE VINAY KUMAR  
PODDAR**, Indian Citizen, Hindu by Religion, Business by Occupation,  
resident of Flat No. P/4, Block B, Eden Apartment, Near Payel Cinema  
Hall, Dasharathpally, Sevoke Road, Siliguri, P.S-Siliguri, District-  
Jalpaiguri, PIN-734001, West Bengal, hereinafter called the "**LAND OWNER  
NO.1/VENDOR**" (which expression shall unless excluded by or repugnant to the  
context be deemed to include its partner, executors, successors in office, representatives,  
administrators and assigns) of the **SECOND PART.**

**AND**

**SILVERLAKE DISTRIBUTORS PRIVATE LIMITED (I.TAX.PAN NO-AANCS8608L)**, a Private Limited Company registered under the Companies Act 1956, having its office at M.G.Road, Khalpara, PO & PS-Siliguri, Dist-Darjeeling, Pin-734005, West Bengal., represented by one of its Director **SRI NITIN AGARWAL S/O SRI NANDLAL AGARWAL**, Indian by Citizen, Hindu by Religion, Business by Occupation, residing at 3<sup>rd</sup> Mile, Sevoke Road, under Ward No.42 of Siliguri Municipal Corporation, PO- Salugara, PS- Bhaktinagar, Pin-734008, District – Jalpaiguri, West Bengal., hereinafter called the "**LAND OWNER NO.2/VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its directors, executors, successors in office, representatives, administrators and assigns) of the **THIRD PART**.

**AND**

**GREEN HILL VENTURE**, a Partnership Firm, **HAVING PAN NO. AAWFG8467D**, having its office at Goyal Plaza, Opposite Sachitra Hotel, P.S- Siliguri, P.O- Sevoke Road, Pin – 734001, District-Jalpaiguri, West Bengal., Hereinafter represented by one of its Partners:- **SRI. AMIT PODDAR S/O LATE VINAY KUMAR PODDAR**, Indian Citizen, Hindu by Religion, Business by Occupation, resident of Flat No. P/4, Block B, Eden Apartment, Near Payel Cinema Hall, Dasharathpally, Sevoke Road, Siliguri, P.S-Siliguri, District-Jalpaiguri, PIN-734001, West Bengal, hereinafter called the "**PROMOTER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its partner, executors, successors in office, representatives, administrators and assigns) of the **FOURTH PART**.

### TITLE DEVOLUTION

**WHEREAS Land Owner No.1- GREEN HILL VENTURE acquired all that Land Measuring 2 KATHA 14 CHATTAK 10 SQUARE FEETS, appertaining to:-**

L.R.Khatian	R.S.Khatian	L.R.Plot	R.S.Plot
562 & 563	212	138	640

Situated at **MOUZA- DABGRAM, R.S Sheet No.8,L.R Sheet No.44**, J.L.No.02, within Ward No.41 of Siliguri Municipal Corporation, PS-Bhaktinagar, District of Jalpaiguri, West Bengal. Situated at Mother Teresa Road, PIN-734001, Siliguri.

**WHEREAS Land Owner No.1- GREEN HILL VENTURE acquired all that Land Measuring 9 KATHAS, appertaining to:-**

L.R.Khatian	R.S.Khatian	L.R.Plot	R.S.Plot	Area (Katha)
562 & 563	212	138	640	<b>3 KATHA</b>
			639	<b>6 KATHA</b>
TOTAL LAND				<b>9 KATHAS</b>

Situated at **MOUZA- DABGRAM, R.S Sheet No.8,L.R Sheet No.44**, J.L.No.02, within Ward No.41 of Siliguri Municipal Corporation, PS-Bhaktinagar, District of Jalpaiguri, West Bengal. Situated at Mother Teresa Road, PIN-734001, Siliguri.

**WHEREAS Land Owner No.2- SILVERLAKE DISTRIBUTORS PRIVATE LIMITED acquired all that Land Measuring 6.10 KATHA or 0.1006 ACRE or 10.065 DECIMALS appertaining to:-**

L.R. Khatian	R.S. Khatian	L.R. Plot	R.S. Plot	Area (Katha)
353	212	138	639	4.85
			640	1.25
<b>Total Area</b>				<b>6.10 Kathas</b>

Situated at **MOUZA- DABGRAM, R.S Sheet No.8**, L.R Sheet No.44, J.L.No.02, within Ward No.41 of Siliguri Municipal Corporation, PS-Bhaktinagar, District of Jalpaiguri, West Bengal., Vide Deed of Sale, Being No.4420 For the Year 2020, Volume No.0711-2020, Pages.119850 to 119871, registered at the office of the Additional District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, West Bengal., duly executed by Sri Arjun Sharma & Others.

**WHEREAS Land Owner No.2-SILVERLAKE DISTRIBUTORS PRIVATE LIMITED** acquired all that Land Measuring **3 KATHA**, appertaining to:-

<b>L.R. Khatian</b>	<b>R.S. Khatian</b>	<b>L.R. Plot</b>	<b>R.S. Plot</b>	<b>Area (Katha)</b>
353	212	138	640	3
<b>Total Area</b>				<b>3 Kathas</b>

Situated at **MOUZA- DABGRAM, R.S Sheet No.8**, L.R Sheet No.44, J.L.No.02, within Ward No.41 of Siliguri Municipal Corporation, PS-Bhaktinagar, District of Jalpaiguri, West Bengal., Vide Deed of Sale, Being No.4420 For the Year 2020, Volume No.0711-2020, Pages.119850 to 119871, registered at the office of the Additional District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, West Bengal., duly executed by Sri Arjun Sharma & Others.

**WHEREAS** the Land Owner **No.1- GREEN HILL VENTURE** and the Land Owner **No.2-SILVERLAKE DISTRIBUTORS PRIVATE LIMITED**, has/have jointly decided to amalgamate their respective plots of land for the better utilization and development of the said scheduled land and to give better shape to the Residential cum Commercial Complex, which is to comprise of buildings and/or blocks, to be constructed thereon and to get the maximum output from the same under a common building plan for their mutual common benefits.

**AND WHEREAS** the Land Owner **No.2- SILVERLAKE DISTRIBUTORS PRIVATE LIMITED** of these presents has/have entered into a Partnership with **GREEN HILL VENTURE** also the Land Owner **No.1 and the Developer/Promoter** and under the name and style of the firm “**M/s GREEN HILL VENTURE**” being the Partnership Firm and the said firm also being the Developer/Promoter of these presents to build/carry out the construction work of the buildings/project, considering lack of technical knowledge and huge financial involvement. The Land Owner No.1 & 2 has/have also contributed their land

described in the “Schedule - A” below to the said Partnership Firm to build the Residential cum Commercial Complex – “GREEN RETREAT”.

**AND WHEREAS** the name of the above named Land Owners in respect of its aforesaid land has been duly mutated in the records of the concerned B.L. & L.R.O. Rajganj, Dist-Jalpaiguri, West Bengal, and a new L.R. Khatian No. 659, 710 and 711 has been opened in its name.

**AND WHEREAS** the **Promoter/Vendor** is/are the owners of all that piece and parcel of total amalgamated land measurement containing an area of 20.988 KATHAS OR 34.626 DECIMALS., a little more or less and being desirous of commercially exploiting their said land, being **Land Measuring** 20.988 KATHAS OR 34.626 DECIMALS, morefully and particularly described in **SCHEDULE-A below** and has agreed that for the mutual benefit and advantage, the property/land described in the **Schedule-A** hereunder written, be developed by an experienced Promoter/Vendor.

**AND WHEREAS** the **Promoter/Vendor**, desirous of commercially exploiting their said Schedule-A land and being desirous of and to construct Multi-Storied Building/s on the said Scheduled Land, consisting of as many residential units etc., according to the drawings plans and specifications to be sanctioned by Siliguri Municipal Corporation and/or appropriate authorities according to law, has/have decided **TO PROMOTE/DEVELOP** the said Schedule-A Land by construction of the Project/Multi-Storied Building/s on their aforesaid land, comprising of as many residential Unit etc., along with common facilities, common spaces & passages etc., on the below “**Schedule-A Land**”.

**DEFINITIONS:** For the purpose of this Agreement for Sale, unless the context otherwise requires:

- a) “Act” means the Real Estate (Regulation and Development) Act, 2016;
- b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) “Section” means a section of the Act.

**FURTHER:-**

1. The said Project Land is earmarked for the purpose of Ground + V Storied Residential Cum Commercial Building and the said complex shall be known and identified as “**GREEN RETREAT**”, (hereinafter referred to as the “**Project**”).
2. The Promoter/Vendor is/are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Vendor regarding the Said Project Land on which the Project to be constructed has/have been completed.
3. The Promoter/Vendor has/have obtained the LUCC, Vide Memo No. 8885/SJDA dated 10.05.2022 and Building Plan has also been sanctioned accordingly and obtained the Building Plan, vide Building Plan No.SWS-OBPAS/0104/2023/0481 dated 11.05.2023, duly sanctioned by the Siliguri Municipal Corporation, Dist-Darjeeling, West Bengal.
4. The Promoter/Vendor 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.
5. The Promoter/Vendor has applied the Project under the provisions of the Act with the Real Estate Regulatory Act at Kolkata on \_\_\_\_\_, under Application No. \_\_\_\_\_.
6. The Allotee/Purchasers after visiting and checking the whole Unfinished Residential Flats/Units/Shops, more particularly described in Schedule -'B' given herein below and thereafter being satisfied with the structure, construction, and type of the whole Unfinished Residential Flats/Units has/had decided on its own, to purchase the said Unfinished Residential Flats/Units, more particularly described in Schedule -'B' given herein below. And the Allotee/s has/have applied for a Residential Flat/Units in the Project, Vide Application dated \_\_\_\_\_ and has/have also been allotted Residential Flats/Units, being Unit No. \_\_\_\_\_ in the Project.

7. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
8. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
9. 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;
10. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Vendor hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit as specified in Schedule-B.

**NOW THIS DEED OF CONVEYANCE WITNESS AS FOLLOWS:-**

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

- i. **Said Flat:** Being Unit No. \_\_\_\_\_, having **CARPET AREA** of \_\_\_\_\_ square feet, more or less, along with exclusive right to park one car, being more particularly described in Schedule- B below. The Said Flat/Unit is a part of the Real Estate Project, registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (Act), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (Rules) and the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (Regulations) with the Real Estate Regulatory Authority (Authority) at Kolkata on under Registration No. \_\_\_\_\_ and the Real Estate Project is constructed on Schedule- A Land and the Flat hereto and more particularly described in Schedule B below (Project Property).
- ii. **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the said Block as be attributable and appurtenant to the Said Flat/Unit (Land Share). The Land Share has been derived by taking into consideration the proportion which the area of the said Flat/Unit bears to the total area of the said Block.
- iii. **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in **Schedule - C below (Common Areas)**.
- iv. **CONSIDERATION AND PAYMENT**  
Consideration: The aforesaid conveyance of the Said Flat/Unit And Appurtenances is being made by the Land Owners and the Promoter/Vendor in consideration of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), paid by the Purchaser/Buyer to the Promoter/Vendor and the receipt of which the Promoter/Vendor hereby and by the Memo and Receipt of Consideration by Land Owners and Promoter/Vendor below, admit and acknowledge.



2. **BACKGROUND IN BRIEF:**

- a. **Real Estate Project:** The Schedule-A Land is earmarked for the purpose of building a residential project comprising of Flat/Units, car parking spaces and/or any other permissible developments in the Said Complex and the said project shall be known as “**GREEN RETREAT**”, ("Said Complex").
- b. **Intimation and Sanction of Plans:** The Promoter/Vendor has/have duly intimated Siliguri Municipal Corporation about commencement of construction of the Project vide its letter dated 12.05.2023. The Promoter/Vendor has obtained the LUCC Memo No. 8885/SJDA dated 10.05.2022 and Building Plan has also been sanctioned accordingly and obtained the Building Plan, Vide Building Plan SWS-OBPAS/0104/2023/0481 dated 11.05.2023, duly sanctioned by the Siliguri Municipal Corporation, Dist-Darjeeling, West Bengal, for construction of Ground + V Residential cum Commercial Building.
- c. **Registration under the Act:** The Promoter/Vendor has registered the Real Estate Project under the provisions of the Act with the Authority on under Registration No. \_\_\_\_\_
- d. **Announcement of Sale:** The Promoter/Vendor formulated a scheme and announced sale of Flat/Units, to prospective purchasers (Transferees).
- e. **Application and Allotment to Buyer:** The Allotee/Buyer/Purchaser, intending to be a Transferee, upon full satisfaction of the Land Owners' title and the Promoter/Vendor authority to sell, applied for purchase of the Said Flat/Flat/Unit and Appurtenances and the Promoter/Vendor has allotted the same to the Buyer/Purchaser, who in due course entered into an agreement for sale dated:- \_\_\_\_\_, registered at the Office of \_\_\_\_\_ (Said Agreement), for purchase of the Said Flat/Flat/Unit And Appurtenances, on the terms and conditions contained therein.

f. **Construction of Said Flat/Block:** The Promoter/Vendor has completed construction of the Said Flat/Unit.

g. **Conveyance to Purchaser/Buyer:** In furtherance of the above, the Land Owners and the Promoter/Vendor are completing the Conveyance of the Said Flat/Unit and Appurtenances in favour of the Purchaser/Buyer, by these presents, on the terms and conditions contained herein.

h. **Acceptance of conditions precedent:**

Notwithstanding anything contained in the Said Agreement, the Purchaser/Buyer confirms that the Purchaser/Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance.

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

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

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

4. **SATISFACTION OF BUYER:**

The undertaking of the Purchaser/Buyer to the Land Owners and the Promoter/Vendor that the Purchaser/Buyer acquainted with, fully aware of and is thoroughly satisfied about the title of the Land Owners, right and entitlement of the Promoter/Vendor in the Project Property, the sanctioned plans, all

background papers, the right of the Land Owners and the Promoter/Vendor to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Purchaser/Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Purchaser/Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5. **TRANSFER**

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

6. **TERMS OF TRANSFER**

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

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

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

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

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

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

- **Payment of Rates & Taxes:** the Buyer regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Flat/Unit And Appurtenances.
- **Payment of Maintenance Charge:** the Buyer regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in Schedule-D below (collectively Common Expenses/Maintenance Charge).

- **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule -E below.
- **Indemnification by Buyer:** indemnification by the Buyer about the Buyer faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Land Owners and the Promoter/Vendor and/or their successors in interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Land Owners and the Promoter/Vendor and/or their successors-in-interest by reason of any default of the Buyer.

## 7. **POSSESSION**

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

## 8. **OUTGOINGS:**

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

## 9. **HOLDING POSSESSION**

**Buyer Entitled:** The Land Owners and the Promoter/Vendor hereby covenant that the Buyer shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat/Flat/Unit And Appurtenances and every part thereof and receive rents, issues and profits thereof

and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Vendor or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Land Owners and the Promoter/Vendor.

**10. FURTHER ACTS**

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

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

**11. DEFECT LIABILITY:**

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

**It is clarified** that the Promoter/Vendor shall not be liable for any such defects if the same have been caused by reason of the default and or negligence of the Buyer and or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs /

redcoration / any other work undertaken by the Buyer and/or any other buyer/person in the Real Estate Project. The Buyer is/are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter/Vendor obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Vendor in this regard.

**It is clarified** that the above said responsibility of the Promoter/Vendor shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments and accident and (f) negligent use.

12. That the Promoter/Vendor has made clear to the Allotee/Purchaser/s that it/they may carry out extensive developmental/construction activities in future in the area falling outside the complex “**GREEN RETREAT**”, and being adjacent to it and that the Allotee/Purchaser/s has/have confirmed that he/she/they/it shall not raise any objections or make any claims due to such developmental/construction activities or incidental/related activities. And if the Promoter/Vendor in due course of time deems fit and proper to extend this said project by developing the nearby land, then the habitants /occupants of the said extended project shall be entitled to use and enjoy all the common portions, common areas, common utilities, such as roadways, pathways, frontage, entry/exit points, passages, access -ways etc., and all the other facilities for enjoyment of the said added areas or any construction or development therein, as they have been inhabitants of the said Complex “**GREEN RETREAT**”. The Allotee/Purchaser/s hereby admits and accepts that the Promoter/Vendor and/or employees and/or agents and/or contractors of the Promoter/Vendor shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. That the Promoter/Vendor has made clear to the Allotee/Purchaser/s that the Promoter/Vendor shall be entitled to link the said complex with lands or landed properties adjacent and/or adjoining to the said complex “**GREEN**

**RETREAT**”, whether by acquiring (in their/its name or in the names of any group company/ associates/ sister concern/ nominee) the same and/or entering upon any negotiation or contract with the owner/s of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., with the added areas as the Promoter/Vendor may from time to time deem fit and proper. That the Promoter/Vendor has further made clear to the Allottee/Purchaser/s that the Promoter/Vendor may cause or allow building plans for construction at the said added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said complex “**GREEN RETREAT**”, for or relating to any such additions, constructions or alterations, etc., the Promoter/Vendor, with the approval of the experts, have the right to do all acts, deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said complex **GREEN RETREAT**” viz. generators (for lighting of common areas and facilities), transformers, water, electricity, drainage etc., thereto as they deem proper. The layout, landscaping, pathways, connectors may be revised or changed with the requirements of the added areas, for expansion of the said added areas as necessary. All such changes will be made as per provisions of law.

### 13. **GENERAL**

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

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

### 14. **INTERPRETATION:**

- **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.



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

15. **COVENANTS:**

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

1. **Satisfaction of Buyer:** The Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Land Owners, right and entitlement of the Promoter/Vendor, the sanctioned plans, all the background papers, the right of the Land Owners and the Promoter/Vendor to enter into the Said Agreement, the scheme of development described in the Said Agreement and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned in the Said Agreement and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.
2. **Buyer Aware of and Satisfied with Common Areas and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Areas and Specifications and all other ancillary matters, is entering into this Conveyance. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex save and except the Said Flat/Flat/Unit And Appurtenances.

3. **Facility Manager:** The Promoter/Vendor shall hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that Facility Manager is rendering the services to the Buyer for commercial considerations, the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest with it. The Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.
4. **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall pay the Panchayat Tax, surcharge, levies, cess etc., and shall also mutate its name at the concerned department.
5. **Buyer to Pay Common Expenses/Maintenance Charges:** The Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Vendor /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Vendor /the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Buyer to Pay Interest for Delay and/or Default:** The Buyer shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Vendor the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Vendor/the Facility Manager/the Association (upon formation),

as the case may be. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. Promoter/Vendor **Charge/Lien:** The Promoter/Vendor shall have first charge and/or lien over the Said Flat/Flat/Unit And Appurtenances for all amounts due and payable by the Buyer to the Promoter/Vendor provided however if the Said Flat/Flat/Unit And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Vendor shall stand extinguished on the financial institution clearing all dues of the Promoter/Vendor.

8. **Buyer to Participate in Formation of Association and Apex Body:**

The Buyer admits and accepts that the Buyer and other intending allottees/buyers/owners of Flat/Flat/Units/apartments/ other developments comprised in the Said Complex shall form the Association and the Buyer shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all Flat/Unit/building/s in the Other Residential Component, for supervision of maintenance of the facilities common for occupants of the Said Complex ("Apex Body"). The Buyer shall bear and pay the proportionate expenses of the Association and the Apex Body (including but not limited to the association formation expenses) and shall acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each Flat/Unit owner will be entitled to cast a vote irrespective of his/her/its size of Flat/Unit. The Buyer further admits and accepts that the Buyer shall ensure and not object to the Association joining the Apex Body or in case of a single

association being formed for the entirety of the Said Complex, joining such association without raising any objection.

16. **OBLIGATIONS OF BUYER:**

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

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

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

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

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

**SCHEDULE “A”**  
**(DESCRIPTION OF THE PROJECT LAND)**

ALL that piece and parcel of PEACEFUL VACANT (BASTU) Land Measuring 20.988 KATHAS OR 34.626 DECIMALS, appertaining to:-

<b>L.R. Khatian</b>	<b>R.S. Khatian</b>	<b>L.R. Plot</b>	<b>R.S. Plot</b>	<b>Area (Katha)</b>	<b>LAND OWNED BY</b>
710	212	138	639	6.00	LAND OWNER NO.1
710	212	138	640	2.94	LAND OWNER NO.1
711	212	138	640	2.94	LAND OWNER NO.1
659	212	138	639	4.85	LAND OWNER NO.2
659	212	138	640	4.25	LAND OWNER NO.2
<b>TOTAL LAND</b>				<b>20.98 KATHAS</b>	

Situated at **MOUZA- DABGRAM, R.S Sheet No. 8**, L.R Sheet No.44, J.L.No.02, within Ward No.41 of Siliguri Municipal Corporation, Holding No. VL/100/D/169, at Mother Teresa Road, PS-Bhaktinagar, Siliguri, PIN – 734 001, District of Jalpaiguri, West Bengal.

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

**BY NORTH : Land of Baijnath Brahmin, Rajesh Lama, Lili Das & Others;**

**BY SOUTH : 33 Feet Wide Pucca Road;**

**BY EAST : Land of Roshna Lama;**

**BY WEST : Land of Akhil Jain, Chetan Jain & Others.**



**SCHEDULE “B”**  
**(DESCRIPTION OF THE UNIT)**

ALL That ONE UNIT being a RESIDENTIAL FLAT BEING:-

<b>PROJECT</b>							
<b>FLAT NO.</b>							
<b>BLOCK NO.</b>							
<b>FLAT MEASURING CARPET AREA (BUILT UP AREA) (SUPER BUILT UP AREA)</b>	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">_____</td> <td style="border: none;">SQUARE FEET</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">SQUARE FEET</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">SQUARE FEET</td> </tr> </table>	_____	SQUARE FEET	_____	SQUARE FEET	_____	SQUARE FEET
_____	SQUARE FEET						
_____	SQUARE FEET						
_____	SQUARE FEET						
<b>FLAT SITUATED IN FLOOR</b>	_____ FLOOR						
<b>COMPLEX NAME</b>	<b>“GREEN RETREAT”</b>						

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

**TOGETHER** with the **RIGHT TO PARK** a \_\_\_\_\_ in the \_\_\_\_\_ of the said Complex **“GREEN RETREAT”**.

The said apartment / flat is butted and bounded by as follows:

By North : \_\_\_\_\_

By South : \_\_\_\_\_

By East : \_\_\_\_\_

By West : \_\_\_\_\_

**SCHEDULE “C”**  
**COMMON AREAS AND PORTIONS**

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

**SCHEDULE “D”**  
**COMMON EXPENSES**

- i. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- ii. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
- iii. **Association:** Establishment and all other capital and operational expenses of the Association of Buyer.

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

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

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

**WITNESSES:-**

**1.**

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LAND OWNER NO.1 & 2/VENDORS

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PROMOTER

**2.**

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ALLOTTEE/S

### MEMO OF CONSIDERATION

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

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

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**Promoter/Vendor**