DEED OF CONVEYANCE (SALE) DRAFT

(Confirm Sri Sushil Ji participation as Vendor, CP and Land Schedule)

THIS DEED OF (CONVEYANCE	E (SALE)	
IS MADE ON THIS THE	DAY OF	, 202	

BRIEF PARTICULARS OF THE	PROPERTY HEREBY SOLD
BUILDING COMPLEX NAMED	"AMBBIENCE-I"
RESIDENTIAL FLAT NO.	""
TOWER	66 29
FLAT MEASURING	
RERA CARPET AREA	SQUARE FEET
(BUILT UP AREA)	SQUARE FEET
(SUPER BUILT UP AREA)	SQUARE FEET
FLAT SITUATED IN FLOOR	FLOOR
COSIDERATION	Rs/-

DETAILS OF LAND				
LAND AREA ON WHICH THE	2.4119 ACRE			
BUILDING COMPLEX STANDS				
PLOT Nos.	478, 471 and 472 (R.S.)			
	45, 48, 49 and 71 (L.R.)			
KHATIAN Nos.	623, 151/1 and 622 (R.S.)			
	66, 102, 71, 69, 70 and 68 (L.R.)			
MOUZA	DABGRAM			
SHEET No.	8 (R.S.) 36 (L.R.)			
J.L.No.	2			
PARGANA	BAIKUNTHAPUR			
POLICE STATION	BHAKTINAGAR			
S.M.C. WARD NO.	41			
DISTRICT	JALPAIGURI, WEST BENGAL			

::BETWEEN::

<u>AND</u>

- 1. MANJUSHREE TEA AND INDIA PRIVATE LIMITED (PAN: AADCM6852A), a Private Limited Company, Registered under the Companies Act, having CIN U15491WB1994PTC062245 dated 11.03.1994, having its registered Office at 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, Represented by one of its DIRECTOR,

 SRI HARSH BERLIA ALIAS HARSH KUMAR BERLIA, son of Sri Sushil Kumar Berlia, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal;
- 2. SMT. MANJU DEVI BERLIA, (PAN: ADIPB4819P), wife of Sri Sushil Kumar Berlia,
- 3. SRI HARSH BERLIA ALIAS HARSH KUMAR BERLIA, (PAN: ACVPB7431P), son of Sri Sushil Kumar Berlia,
- 4. SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA, (PAN: ACVPB7420Q), son of Sri Sushil Kumar Berlia and,
- <u>5. SRI GAURAV BERLIA</u>, (PAN: AJDPB6142L), son of Sri Sushil Kumar Berlia,

All are Hindu by Religion, Indians by Nationality, Business by Occupation, No. 2, 3, 4 and 5 are Residents of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - hereinafter **JOINTLY AND COLLECTIVELY** referred to and called as the "VENDORS / SECOND PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted an assigns) of the **SECOND PART.**

<u>AND</u>

BERLIA DEVELOPERS, a Partnership Firm, (PAN: AAXFB3168M), having its Office at Berlia Complex, 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, Represented by one of its PARTNER, SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA, son of Sri Sushil Kumar Berlia, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal - hereinafter referred to and called as the "DEVELOPER / PROMOTER / CONFIRMING PARTY / THIRD PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, executors, administrators, successors-in-interest and permitted an assigns) of the THIRD PART.

- I. WHEREAS the VENDOR No. 1 MANJUSHREE TEA AND INDIA PRIVATE LIMITED is the owner of all that pieces or parcels of Land in Total Measuring about 0.6234 Acre by virtue of purchase vide the following registered Deeds of Conveyance: -
- 1. Dated 06.08.2012, being Document No. I-3163 for the year 2012, registered in the office of District Sub-Registrar, Jalpaiguri executed by Smt. Ira Roy, wife

- of Sri Kiran Chandra Roy having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- 2. Dated 16.08.2012, being Document No. I-3159 for the year 2012, registered in the office of District Sub-Registrar, Jalpaiguri executed by Smt. Ira Roy, wife of Sri Kiran Chandra Roy having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- 3. Dated 18.04.2001, being Document No. I-1337 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- 4. Dated 17.04.2001, being Document No. I-1340 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- 5. Dated 19.04.2001, being Document No. I-1342 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- 6. Dated 17.04.2001, being Document No. I-1345 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- 7. Dated 16.04.2001, being Document No. I-1348 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

- II. WHEREAS the VENDOR No. 2 SMT. MANJU DEVI BERLIA is the owner of all that pieces or parcels of Land in Total Measuring about 2.3486 Acre by virtue of purchase vide the following registered Deeds of Conveyance.
- (1) dated 03.04.1980, being Document No. I-1960 for the year 1980 registered in the Office of the District Sub Registrar Jalpaiguri, (2) dated 16.07.1986, being Document No. I-4818 for the year 1986 registered in the office of the District Sub Registrar, Jalpaiguri and (3) dated .25.01.1980, being Document No. I-329 for the year 1980 registered in the Office of the District Sub Registrar Jalpaiguri, all executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- III. WHEREAS the VENDOR No. 3 SRI HARSH BERLIA @ HARSH KUMAR BERLIA is the owner of all that piece or parcel of Land in Total Measuring about 1.84 Acre by virtue of a registered Deed of Conveyance dated 30.08.1985, being Document No. I-4221 for the year 1985 registered in the Office of Sadar Joint Sub Registrar, Jalpaiguri executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a WILL of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
- IV. WHEREAS the VENDOR No. 4 SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA is the owner of all that piece or parcel of Land in Total Measuring about 1.84 Acre by virtue of a registered Deed of Conveyance dated 30.08.1985, being Document No. I-4221 for the year 1985 registered in the office of Sadar Joint Sub Registrar, Jalpaiguri executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a WILL of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

V. WHEREAS the VENDOR No. 4 – SRI GAURAV BERLIA (AGARWAL) is the owner of all that piece or parcel of Land in Total Measuring about 1.84 Acre by virtue of a registered Deed of Conveyance dated 16.07.1986, being Document No. I-4817 for the year 1986 registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a WILL of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS in this manner the abovenamed: -

- (1) MANJUSHREE TEA AND INDIA PRIVATE LIMITED;
- (2) SMT. MANJU DEVI BERLIA;
- (3) SRI HARSH BERLIA @ HARSH KUMAR BERLIA;
- (4) SRI DEEPAK BERLIA @ DEEPAK KUMAR BERLIA and;
- (5) SRI GAURAV BERLIA @ GAURAV KUMAR BERLIA;
- (The **VENDORS** herein) became the absolute owners of their aforesaid respectively and ever since then the Vendors are in exclusive and peaceful possession of the aforesaid land respectively without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.
- **AND WHEREAS** the names of the VENDORS have been mutated and recorded their respective aforesaid land in the concerned B.L.&L.RO. Rajganj and separate L.R. Khatians were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955 i.e.;
- (i)Being L.R. Khatian Nos. 66 and 102 in the name of Manjushree Tea and India Private Limited the VENDOR No. 1 herein;
- (ii) Being L.R. Khatian No. 71 and 112 in the name of Smt. Manju Devi Berlia the VENDOR No. 2 herein;

- (iii) Being L.R. Khatian No. 69 in the name of Sri Harsh Berlia @ Harsh Kumar Berlia the VENDOR No. 3 herein;
- (iv) Being L.R. Khatian No. 70 in the name of Sri Deepak Berlia @ Deepak Kumar Berlia the VENDOR No. 4 herein and;
- (v) Being **L.R. Khatian Nos. 68** and **113** in the name of **Sri Gaurav Berlia** @ **Gaurav Kumar Berlia** the VENDOR **No. 5** herein.

AND WHEREAS the abovenamed VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5 herein out of their aforesaid land thereafter have amalgamated their respective plots of land being;

- (i) land measuring about 0.6234 Acre of the Vendor No. 1;
- (ii) land measuring about 1.00 Acre of the Vendor No. 2;
- (iii) land measuring about 0.3461 Acre of the Vendor No. 3;
- (iv) land measuring about 0.3461 Acre of the Vendor No. 4 and;
- (v) land measuring about 0.0963 Acre of the Vendor No. 5;

IN TOTAL MEASURING 2.4119 ACRE more particularly described in the PART I of SCHEDULE "A" below ("Said Land") for the better utilization and development and to give better shape to the said Residential Complex, which is to comprise of building/s to be constructed thereon and to get the maximum utility from the same under a common building plan for their mutual common benefits, making a compact plot of land having a common boundary.

AND WHEREAS the VENDOR No. 1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5 herein along with another have entered into a Partnership under the name and style of "BERLIA DEVELOPERS" (the DEVELOPER herein) being the Partnership Firm and the said Firm also being the Promoter/Developer/Confirming Party of these presents to build/carry out the construction work of the building/project. The VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5 herein have also contributed their respective Part I of Schedule "A" land into the said Partnership Firm to develop the said Complex. The Vendors have also contributed their land measuring about 0.5488 Acre being 33'-66" wide Internal

Road/Passage connecting the Main Sevoke Road and the said Complex/Berlia Complex and areas falling adjacent and nearby the said Ambbience-I, for ingress and egress only.

AND WHEREAS the Vendors/Developer being desirous of constructing Residential Multistoried Building/s Complex over and upon the said piece or parcel of land, which are contiguous situated side by side, which is more particularly described in Part I of Schedule-"A" given hereunder and for such purpose a building plan was duly sanctioned and approved by the Siliguri Municipal Corporation being Plan No. 0109146207900042 dated 02.10.2020 for G + XI STORIED RESIDENTIAL BUILDING on and upon the said land of the Vendors which is free from all encumbrances and charges whatsoever.

AND WHEREAS to distinguish the proposed Residential Complex and with a view to assign a unique identity to the said building complex, the Vendors/Promoter herein have jointly decided to name the said Residential Complex as "**AMBBIENCE-I**" having self contained flats/units/constructed spaces. It is stated that the name of the Residential Complex will always remain unchanged.

AND WHEREAS the said complex named "AMBBIENCE-I" comprises of **FOUR TOWERS**, being **TOWER - 1, TOWER - 2, TOWER - 3** and **TOWER - 4**. Each Tower comprises of several flats/parkings/units/constructed spaces.

Page No. 10

RESIDENTIAL FLAT No.	66 27
TOWER	66 99
FLAT MEASURING	
RERA CARPET AREA	SQUARE FEET
(BUILT-UP AREA)	SQUARE FEET
(SUPER BUILT-UP AREA)	SQUARE FEET
FLAT SITUATED IN FLOOR	FLOOR
RIGHT TO PARK ONE CAR	
AREA MEASURING	SQUARE FEET

AND WHEREAS the Purchaser/s being in need of ownership accommodation for residential use in the locality where the said building is situated, has/have approached the Vendors/Developer and expressed his/her/their/ desire to have/purchase a Residential Flat and then has/have examined and inspected the documents of title of the Vendors/Developer to all that piece or parcel of land as morefully described in the Schedule "A" given herein below, Building Plan duly sanctioned and Site Plan duly approved by the Siliguri Municipal Corporation and has/have also seen and inspected the construction of the said building to the extent constructed as on the date of execution of these presents and after satisfying herself/ himself/itself/ themselves, about the title of the Vendors/Developer as well as the standard of construction, the Purchaser/s has/have decided to purchase the Schedule-"B" Property.

AND WHEREAS, the Purchaser/s finding the offer of the Vendors/Developer fair and reasonable, has/have agreed after full satisfaction to purchase the said Schedule-"B" Property, given herein below for the valuable consideration amount mentioned hereinbefore and hereinafter.

AND WHEREAS the Vendors/Developer have also accepted the price so offered by the Purchaser/s as fair, reasonable and highest and has agreed to execute the Deed of Conveyance (Sale) of the Schedule-"B" property in favour of the Purchaser/s for effectually conveying the right, title and interest in the

Schedule-"B"	property	for a	consideration	of Rs.	 	 	
and conditions	mentione	ed here	einunder.				

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 2. THAT the Purchaser/s has/have examined and inspected the Documents of Title of the Vendors, Site Plan, Building Plan, Foundation Plan, Structural details, Typical Floor Plan, Front Elevation, details of Staircases as well as the Common Provisions and Utilites and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the title of the Vendors/Developer and standard of construction thereof including that of the Schedule "B" property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the common provisions and utilities.

- **3.** THAT the Vendors/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule "B" property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors/Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.
- **4.** THAT the Vendors/Developer does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule "A" property is held by the Vendors under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer proposes to transfer subsists and the Vendors/Developer have full right and authority to transfer the Schedule "B" property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule "B" property without any obstruction or hindrance whatsoever.
- **5.** THAT the Vendors/Developer will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule "B" property.
- **6.** THAT the Vendors/Developer shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule "B" property except for unsold portion of the building which shall be borne by the Vendors/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.
- 7. THAT the Vendors/Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring

right, title and interest of the Purchaser/s to the Schedule "B" property hereby conveyed at the cost of the Purchaser/s.

- **8.** THAT the Purchaser/s have satisfied himself/herself/themselves about the title of the Vendors in respect to the Schedule-"B" property.
- **9.** THAT the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to it/him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors/Developer with respect to the Schedule "B" property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
- **10.** THAT the Purchaser/s hereby covenants with the Vendor/Developer not to dismantle the Schedule-"B" Flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be held by the Purchaser/s exclusively for residential purposes as the case may be.
- **11.** THAT the Purchaser/s undertakes not to park any vehicle in the parking area, common area, pathways and passage within the said building complex.
- **12.** That the Purchaser/s shall park his/her/their car in the Parking Area at the Ground Floor of the building complex as marked and allotted to the Purchaser/s of these present anywhere within the complex by the Vendor.

Each allotted parking space will entitle the Purchaser/s the right to park only one light motor vehicle. In case transfer of Flat/unit, the right to use the parking space shall be transferred along with the said Flat/Unit. Un-allotted parking spaces, if any, shall continue to remain the property and in possession of the Vendors/Developer. It shall be the discretion of the Vendors/Developer to allot/use the un-allotted parking spaces/s as it may

deem fit and proper, at its sole discretion. The Purchaser/s shall always park his/her/their vehicle in the car parking space allotted to him/her/them/it and not anywhere else in the said Complex. That the Purchaser/s may be allotted car parking space anywhere in the whole complex "AMBBIENCE-I"._The Purchaser/s agrees to use the car parking space only for parking his/her/their vehicle and not for any other purpose. Similarly, the Purchaser/s shall not keep in the parking place anything other than the private motor car or motor cycle and shall not raise up any kutcha or pucca constructions/structure, grilled wall or enclosure thereon or part thereof in the said car parking space. The Purchaser/s shall not park the vehicle on the pathways or common areas or open spaces of the said complex. Moreover the Vendors/Developer shall use the remaining parking area in any manner whatsoever if required and may also transfer the same to anyone other than the flat owners and the Purchaser/s shall have no objection in this regard.

- 13. THAT the Purchaser/s will obtain its/his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors/Developer shall have no responsibility or any liability in this respect. That the electric transformer installed in the building complex shall be for the common use for the occupants of the building complex.
- **14.** THAT the Purchaser/s shall have the right to get its/his/her/their name/s mutated with respect to the said Schedule "B" property both at the Office of the B.L. & L.R.O. Rajganj and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay taxes as may be levied upon it/him/her/them from time to time though the same has not yet been assessed.
- **15.** THAT the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule "B" property or let-out, lease-out the Schedule "B" property to whomsoever.

- **16.** THAT the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.
- 17. THAT the standard firefighting equipments, lift facility, water pump, etc., have been installed in the said building and the entire responsibility of maintaining the same including renewal of license, etc., shall be of the occupants/owners of the said building and the Vendors/Developer shall have no liability in this regard.
- 18. THAT the Purchaser/s shall be entitled to pay maintenance charges for common facility such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, maintenance, lifts, common electric bill, firefighting system, housekeeping, landscaping, garden maintenance, expenses related to renewal of fire and lift license or any other license, etc, as also specified Schedule "C", as will be determined by the Vendors/Developer from time to time till the time an executive body or any other Authority of the building/ complex is formed to take care of the common maintenance of the building/ complex. That the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
- 19. THAT the upkeep and maintenance charges of the building complex including common portions and areas as well as the common provisions and utilities and the renewal of their licenses shall be looked after by the Occupants/Owners of the said building/complex and the Vendors/Developer shall have no liability in this regard.
- **20.** THAT in case the Purchaser/s makes default in payment of the proportionate share towards the common expenses (described in the Schedule-"C" given herein under) within time allowed by the Vendors/Developer or the Apartments Owners Association, the Purchaser/s

shall be liable to pay interest for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendors/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the association/authority acting at such relevant time, shall be final and binding.

- **21.** THAT the Purchaser/s shall install the air conditioning equipment in the conspicuous place of the building as specified by the Vendors/Developer, without disturbing the inner beauty and outer elevation of the building. That the Purchaser/s shall in no way display any sign board on the outer portion of the building thus affecting the elevation, design, color scheme, beauty of the building/complex.
- 22. THAT the Purchaser/s shall not put up or affix any board, name plate or other things or other similar articles including advertisements, signboards and neon signs in the common portions or outside walls of the said unit or the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name board in the place as specified and prior approved by the Vendors/Developer.
- 23. THAT the Purchaser/s further covenant with the Vendors/Developer not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendors/Developer shall not be held responsible in any manner whatsoever.

- **24.** THAT the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
- 25. THAT the Purchaser/s shall permit entry at all reasonable times to the Vendors/Developer and/ or their agents, employees, representatives, architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purpose of inspecting, examining, checking, testing, constructing developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing anything whatsoever in relation or development protection and/or safety of the building including the common portions and areas or any part or parts thereof.
- **26.** (a) THAT it is further clarified that there is an 33'-66" wide Internal Road/Passage comprising land measuring about 0.5488 Acre of the Vendors connecting the Main Sevoke Road and the said Complex/Berlia Complex and areas falling adjacent and nearby the said "AMBBIENCE-I", for ingress and egress only.
 - (b) THAT the Purchaser/s shall use the 33'-66" wide Internal Road/Passage of the Vendors connecting the Main Road and the said building complex and area falling adjacent and nearby or within the said complex for ingress and egress only and shall have no claim, right, title, possession or any interest over and into the said Internal Road/Passage save and except right to ingress and egress only. Furthermore, the Purchaser/s shall not object or obstruct or block the said Internal Road/Passage in any manner whatsoever. In case of any encroachments, the Vendors/Developer or any authority designated / nominated / appointed by the Vendors/Promoter, acting as such at the relevant time, shall be entitled to remove such unauthorized act or nuisance by force and the concerned person/s causing such nuisance or

unauthorized obstruction/blockade shall be legally bound to repay the entire cost and expenses including damages, if any, caused by such nuisance and its subsequent removal.

- 27.(a) THAT the Vendors/Developer have made clear to the Purchaser/s that they may carry out extensive developmental/ constructions activities/new projects or Phase II/Ambbience-II and Residential/Commercial Projects in future by taking the benefits of the said Internal Road/Passage of the Vendors in the entire area falling adjacent and nearby the Project "AMBBIENCE-I" or within the complex known as "BERLIA COMPLEX" and that the Purchaser/s has/have confirmed/ assured that he/she/they/it shall not raise any objections or make any claim due to such developmental/construction activities/residential/ commercial or mixed or use of the said Internal Road/Passage in any manner whatsoever.
 - (b) THAT the Purchaser/s has/have been aware of such right of the Vendors/Developer and have considered the same after obtaining independent advice and by joining in this indenture, expressly records his/her/their consent(s) to such further utilization of the total land/Berlia Complex by the Vendors/Developer at the sole discretion of the Vendors/Developer at any time in future without any need for further consent(s) of the Purchaser/s.
 - (c) THAT the Vendors/Developer in due course of time deems fit and proper to extend this said project or comes-up with new projects or Phase-II/Ambbience-II or Residential/Commercial Projects by developing the nearby or adjacent lands or within the complex known as Berlia Complex then the Allottees/habitants/ occupants of the Ambbience-I and said extended projects or the new projects shall not raise any objections or make any claims, on account of inconvenience, if any caused, which may be suffered by him/her/them/it due to such developmental/construction activities or incidental/related activities. Furthermore, the habitants / occupants / purchasers of such new projects or Phase-II/Ambbience-

II/Residential/Commercial Projects also be entitled to use and enjoy the said Internal Road / Passage for ingress / egress without any objection or obstruction from the occupants of the existing projects and vise versa as may be.

- (d) THAT The Purchaser/s hereby admits and accepts that the Vendors/Developer and/or employees and/or agents and/or contractors of the Vendors/Developer shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. Furthermore, the Vendors/Developer has further made clear to the Purchaser/s that the Vendors/Developer may cause or allow building plans projects/Phase-II/Ambbienceconstruction of new II//Residential/Commercial Projects to be sanctioned by using or showing the internal road / passage, frontage or any other beneficial characteristics and the Purchaser/s shall have no claim/objection in this regard. That the Vendors/Promoter, 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 Ambbience-I viz. water, drainage, etc.as the Vendors/Developer deems proper.
- (e) THAT the Vendors/Developer in due course of time deems fit and proper to extend this said project or comes-up with new projects or Phase II/ Ambbience-II/Residential/Commercial Projects by developing the nearby or adjacent land or within the complex known as "Berlia Complex" then the Vendors/Developer can use the additional/balance FAR of the AMBBIENCE-I Project in any manner whatsoever and the Purchaser/s shall be deemed to have granted his/her/their consent thereto.
- (f) THAT the habitants / occupants / purchasers of Ambbience-I shall have the rights to enjoy all the common utilities and facilities of the new projects or Phase II/Ambbience-II Project and similarly the habitants / occupants / purchasers of the new projects or Phase II/Ambbience-II shall

have the rights to enjoy all the common utilities and facilities of Ambbience-I including open space, garden, internal roads, common passages, swimming pool, club, gym, community hall, etc. subject to charges as applicable.

28. (a) THAT the Purchaser/s agree/s and consent/s to the appointment by the Vendors/Developer of any agency, firm, corporate body, organization or any other person (Facility Management Company/Agency) to manage, upkeep and maintain the Unit in the Project together with the Building/s/Structure/s, and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Vendors/Developer may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Allottee/s' proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser/s confirming grants his/her/their/its consent agreement/contract/arrangement that the Vendors/ Developer have or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Vendors Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Vendors/Developer will novate the facility management agreement in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Vendors/Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Vendors/Developer shall not in any manner be

accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

- (b) The Purchaser/s agree(s) to pay the necessary fees as may be determined by the Vendors/Developer/Facility Management Company.
- (c) The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or required, at the sole discretion of the other writings as Vendors/Developer/Facility Management Company, for the purposes of framing rules for management of the Building/s/Structure/s and use of the Apartment by the Purchaser/s for ensuring safety and safeguarding the interest of the Vendors/Developer /Facility Management Company and other Purchaser/s in the Building/s and the Purchaser/s also agree(s) and disputes/claims confirm(s) not to raise any against the Vendors/Developer/Facility Management Company and other Purchaser/s in this regard.
- **29.**(a) **THAT** the Purchaser/s of these presents by virtue of purchase of the said Apartment shall be deemed to have been the member of the Club House of the said complex/project. It is further stated that Club House Membership shall only consist of members who are the habitant/s of the said Project/Ambbience-I/Ambbience-II.
 - (b) THAT Club Membership will not create any right, title, interest over and above the said complex in anyway. It is stated that Club Membership shall strictly mean and is restricted to the Club Membership only.

- (c) THAT Club House shall also include chargeable amenities and facilities to which the occupants of these presents shall have no free access at all.
- (d) THAT the amenities such as Swimming Pool, Gym, Games Room, Yoga Room, are the property of the Club House only and shall always exclusively remain and form part of the Club House only. In no case such amenities shall be construed otherwise.
- (e) THAT in case any annual or monthly maintenance is required for the smooth and regular functioning of the Club House, then the same shall be duly borne/paid by the Members of the Club House.
- (f) THAT the Club House shall make its own rules and bye laws, for the smooth running, functioning of the said Club House and the occupants herein shall be guided and binded by all such rules and bye laws and shall not any raise any objection to the same. That in case of default in payments of Club expenses /fees / subscriptions etc., by any of its members, then the said member/s, shall not be allowed to avail/enjoy the services of the said Club House, till the payments of such outstanding/dues amounts.

30. ANY SPECIFIC D.G. CLAUSE

- **31.** THAT THE PURCHASER/S FURTHER AGREES AND UNDERTAKES NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-
 - (a) Store /stock / bring into / keep in the said Schedule-"A" / Schedule-"B" Property /Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the Purchaser's agents, servants, employees, licensees, or visitors, which may cause risk of fire or which on account of their nature or particular

- characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building complex.
- (b) Not to damage, demolish or cause to be damaged or demolished the said Schedule-"A"/Schedule-"B" Property/Building Complex or any part thereof or the Fittings and fixtures thereto.
- (c) Not to obstruct the lobbies, entrance, stairways, pathways, internal road/passage of Vendors and keep them free for ingress and egress.
- (d) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule-"A" / Schedule-"B" Property/Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
- (e) Not to use the said Residential Flat other than the residential purpose as the case may be.
- (f) Not to encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purposes and in the event of encroachments, the Vendors/Developer or the Executive Body or any Authority of the Occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- (g) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building.

32. THAT THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-

- (a) That the Purchaser/s agrees and undertakes to co-operate with the Vendors/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendors/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.
- (b) That the Purchaser/s shall keep the said Schedule-"B" Property/Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- (c) That the Purchaser/s shall use the 33'-66" wide Internal Road/Passage of the Vendors connecting the Main Road and the said building complex and area falling adjacent and nearby or within the said complex for ingress and egress only and shall have no claim, right, title, possession or any interest over and into the said Internal Road/Passage save and except right to ingress and egress only. Furthermore, the Purchaser/s shall not object or obstruct or block the said Internal Road/Passage in any manner whatsoever.
- (d) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendors/Developer and/or the organization / agency / association / holding as the case may be.
- (e) That the Purchaser/s shall always co-operate with the Vendors/Developer or the Owners' Association and in the management and maintenance of the said Complex.

- (f) That the Purchaser/s undertakes that he/she/they/it shall form and become the member of association/society of the said Residential Complex, as may be formed by the occupants/occupiers/owners association in the said complex and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities and comply rules, as may be necessary for this purpose.
- (g) That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule-"B" Property and not to do anything which has the effect of affecting the structural stability of the building and/or the building complex.
- (h) That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/ undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.
- (i) That the Purchaser/s agrees and covenants that the Vendors/Developer shall be at absolute liberty to sale the unsold part and portions of the said building complex as the case may be.
- **33.** THAT the Top Roof/Terrace of the said building shall be common to all the owners/occupiers of the said building.
- **34.** THAT the charges towards Stamp Duty and Registration fees of Schedule-"B" Property have been paid and borne by the Purchaser/s.
- **35.** THAT the Vendors/Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other

calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

However in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendors/Developer relating to such development is brought to the notice of the Vendors/Promoter within a period of years by the Purchaser/s from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge provided however shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use.

- **36.** THAT the said Multistoried Building Complex shall always be known as "AMBBIENCE-I" and this name shall not be changed by any Association or Society of the Owners / Occupants or any other person claiming through them. The name of the said building shall also remain the same and unchanged. The copy right/ trade mark / property mark and all intellectual property (including the words "AMBBIENCE-I") shall always remain and vest with the Vendors/Developer and no person, including but not limited to the Purchaser/s Association / Society or the Occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.
 - **37.** THAT the headings to the clauses and articles of this Indenture are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Deed.

38. THAT the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed shall be referred to the Arbitral Tribunal as described herein below and shall be final resolved by the arbitration under the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is stated that the parties shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building unless the same is first referred to Arbitration and the Arbitration has given his/her award. All the proceedings are subject to the exclusive jurisdiction of the Ld. Courts of Law at Jalpaiguri.

Continued to next page

SCHEDULE -"A" (DESCRIPTION OF THE TOTAL LAND)

All that piece or parcel of LAND in TOTAL MEASURING 2.4119 ACRE, situated within MOUZA DABGRAM, out of which land measuring about 0.6234 Acre appertains to and forms part of R.S. Plot No. 478 corresponding to L.R. Plot Nos. 45, 48 and 49, Recorded in R.S. Khatian No. 623, L.R. Khatian Nos. 66 and 102, land measuring about 0.9861 Acre appertains to and forms part of R.S. Plot No. 471 corresponding to L.R. Plot No. 71, Recorded in R.S. Khatian No. 151/1, L.R. Khatian Nos. 71, 69 and 70 and 68 and land measuring about 0.8024 Acre appertains to and forms part of R.S. Plot No. 472 corresponding to L.R. Plot No. 71, Recorded in R.S. Khatian No. 622, L.R. Khatian Nos. 71, 69, 70 and 68, all under R.S. Sheet No. 8 corresponding to L.R. Sheet No. 36, JL. No. 2, Pargana Baikunthapur, within the jurisdiction of Ward No. 41 of Siliguri Municipal Corporation, Bankim Nagar, 2nd Mile, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said total land is bounded and butted as follows: -

On the North :- Land of Mohit Paul and Others and part road;

On the South :- Land of Teesta Barrage;

On the East :- Land of Ujjal Sarkar and Others;

On the West: 33'-66" wide Internal Road/Passage of the Vendors and

Land of the Vendors.

Continued to next page

SCHEDULE - "B"

(<u>DESCRIPTION OF THE PROPERTY HEREBY SOLD</u>)

ALL That One Unit being a **RESIDENTIAL FLAT BEING:-**

FLAT NO.	66 99
FLOOR	
TOWER NO.	
FLAT MEASURING	
RERA CARPET AREA	
(BUILT UP AREA)	SQUARE FEET
(SUPER BUILT UP AREA)	SQUARE FEET
	SQUARE FEET
PROJECT	"AMBBIENCE-I"

TOGETHER with Right to Park Car in the Car Parking marked and demarcated and **TOGETHER** with undivided proportionate share in the land on which the building stands more particularly described in the **SCHEDULE-** "A" given herein above.

<u>NOTE:</u> That the SCHEDULE-"B" property hereby sold is marked and specified in the SITE PLAN attached herein which shall always form PART of these presents.

Continued to next page

(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 and operating all machineries, lifts, fire fighting equipments, other equipments and installations and licenses, renewal of licenses, generator, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.
- 3. The periodical maintenance of the all common machinery, equipments and installations including water pumps, lifts, firefighting equipments and the renewal of their licence/s, etc.
- 4. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
- 5. Cost of insurance premium for insuring the building and/or the common portions.
- 6. All charges and deposits for supplies of common utilities to the co-owners in common.
- 7. Cost of working and maintenance of sewage treatment plant and community center.
- 8. Cost of working and maintenance of gardens and internal roads.

- 9. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
- 10. Cost of working and maintenance of Firefighting system and other utilities.
- 11. 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.
- 12. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
- 12. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
- 13. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
- 14. All other expenses and/or outgoings as are incurred by the Vendors/Developer and/or the service organization for the common purposes.

SCHEDULE- "D" (COMMON PROVISIONS AND UTILITIES)

- 1. Automatic Elevator/s.
- 2. AC Community Hall with Kitchen
- 3. Club House.
- 4. Swimming Pool.
- 5. Gymnasium.

- 6. Children Play Area.
- 7. Decorative Entrance Lobby.
- 8. Open Spaces and gardens.
- 9. Generator for lighting the common portions only.
- 10.Indoor Games Room
- 11. Meeting Room
- 12. Kids Zone
- 13. Society Office
- 14. Guest Rooms
- 15. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
- 16. Water Boring.
- 17. Sewage Treatment Plant, Drainage and sewerage and soak well.
- 18. Security Guards and CCTV Facilities.
- 19. Such other common parts, areas and equipment, installations, fixtures 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.

<u>NOTE</u>:- Separate Sheets are being used for the purpose of affixing impressions of all the fingers of both the hands of the Purchaser/s, the Vendors and the Authorised Signatory of the Developer thus forming part of these presents.

IN WITNESSES WHEREOF the Parties herein do hereby in good health and sound conscious mind have put their respective seal and signature on these presents on the day month and year first above written.

<u>WITNESSES</u> :-	The contents of this document have been gone through and understood
1.	personally by the Purchaser/s, the Vendors and Developer herein.
	PURCHASER/S
	TURCHASENS
2.	
	VENDORS
	DEVELOPER

Drafted as instructed, readover and explained to the Parties and printed in my office:

ADVOCATE

MEMO OF CONSIDERATION

RECEIVE) from the	within named	Purchaser/	's a total	considera	ition amo	unt
of	Rs	/- (Rupees	•••••	• • • • • • • • • •	. Only) ag	gainst SA	LE
of the within	n mentioned	d Schedule "B"	property.	The deta	ails of the	payment	are
as follows:-							

Sl. No.	Dated	Cheque No./ RTGS/NEFT	Drawn On	Amount (Rs.)
		•	Rs.	/-
			T.D.S. Deducted	<u>/-</u>
		Total Conside	eration Amount Rs.	/-

VENDOR	
DEVELOPER	