

**DEED OF CONVEYANCE (SALE)**

*Contd....P/2*

**DESCRIPTION OF FLAT AT “ \_\_\_\_\_ ” FLOOR**

**CONSIDERATION** : Rs. \_\_\_\_\_/-  
**NAME OF THE COMPLEX** : “PANCHNAI PARAMJYOTI APARTMENT”  
  
**AREA OF FLAT** : \_\_\_\_ SQ.FT.  
  
**FLAT NO.** : “ \_\_\_\_\_ ”  
**FLOOR** : \_\_\_\_\_ FLOOR  
**R.S. PLOT NO.** : 307, 311, 312 & 313  
  
**R.S. KHATIAN NO.** : 61/1 & 4  
**J.L. NO.** : 107  
**Ward No.** : 46 (S.M.C.)  
**MOUZA** : MANDLAGURI  
**PARGANA** : PATHARGHATA  
**POLICE STATION** : PRADHAN NAGAR  
**DISTRICT** : DARJEELING

**THIS INDENTURE IS MADE ON THIS THE \_\_\_\_ DAY OF  
\_\_\_\_\_ 202\_ (TWO THOUSAND \_\_\_\_\_)**

**~B E T W E E N~**

**(1) SRI. JAY PRAKASH CHOWHAN (I.T. PAN: AFQPC4541K); (Aadhaar No. \_\_\_\_\_), AND (2) SRI. JAY SINGH CHOUHAN (I.T. PAN: AEZPC2616P); (Aadhaar No. \_\_\_\_\_), both of them are sons of Late Shew Prasad Chouhan @ Shib Prasad Chouhan & Late Param Jyoti Chouhan, both of them are Hindu by faith, Indian by nationality, Business by occupation, No.1 resident of Uttar Mallaguri, Kalibari main road, P.O. Champasari, P.S. Pradhan Nagar, Siliguri, Dist. Darjeeling, Pin – 734003, No.2 resident of North Mallaguri, near Kadamtala, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, Pin – 734003, within the State of West Bengal - hereinafter collectively called the VENDORS/FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators, and assigns) of the FIRST PART [The Vendors/First Party hereof are being represented by their duly appointed Constituted Attorney M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neelkamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners SRI NISITH KUMAR AGARWAL, (Aadhaar No. \_\_\_\_\_) Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation,**

resident of Shyama Kunj, Punjabi para, Siliguri, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, vide General Power of Attorney being No. I-\_\_\_\_\_ for the year 2019 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra]

A N D

[If the Allottee is a company]

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

[OR]

[If the Allottee is a partnership firm]

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

[OR]

[If the Allottee is an LLP]

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

[OR]

[If the Allottee is an individual]

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

[OR]

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

A N D

**M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS**, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neelkamal Plaza, Opposite Meghdoot Cinema Hall, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri – hereinafter called the **“DEVELOPER/PROMOTER/CONFIRMING PARTY/THIRD PARTY”** (which term or expression shall mean and include, unless excluded by or repugnant to the context its successors in office, executors, partners, administrators, legal representatives and assigns) of the **THIRD PART**.

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

The Promoter, Vendors and Allottee/Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”. The Promotor referred to as **“Transferors”**

**(1) WHEREAS** Sri Lakhan Chouhan and Sri Shew Prasad Chouhan @ Shib Prasad Chouhan, both of them are sons of Sri Ram Baran Chouhan, became the absolute co-owners in actual, khas and physical possession of all that 2.52 Acres of land comprising various Plot Nos. including R.S. Plot No.307 (area measuring 0.36 Acre), recorded in R.S. Khatian No.4, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Siliguri (now Pradhan Nagar), Dist. Darjeeling by virtue of purchase from Sri Din Dayal Ram and others through a registered Deed of Conveyance being document No.**I-2578 for the year 1957** registered at the office of the Sub-Registrar, Siliguri. And by virtue of such purchase said Sri Lakhan Chouhan and Sri Shew Prasad Chouhan @ Shib Prasad Chouhan

had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

**AND WHEREAS** thereafter being such co-owners in possession of the said landed property the above named Sri Lakhan Chouhan and Sri Shew Prasad Chouhan @ Shib Prasad Chouhan sold and transferred 0.10 Acre of land in R.S. Plot No.307 to others and remained in joint possession of remaining 0.26 Acre of land in R.S. Plot No.307.

**AND WHEREAS** subsequently the above named Shew Prasad Chouhan @ Shib Prasad Chouhan died intestate leaving behind him the following legal heirs who accordingly jointly inherited the 50% undivided share in the aforesaid land left by said Shew Prasad Chouhan @ Shib Prasad Chouhan as per the provisions of Hindu Succession Act, 1956:

Sl. No.	Name	Relationship
1.	Param Jyoti Chouhan (now deceased)	Wife
2.	Jay Prakash Chowhan	Son
3.	Jay Singh Chouhan	Son
4.	Sabitri Chouhan	Daughter
5.	Manti Mahato @ Manati Mahato	Daughter
6.	Shanti Chauhan	Daughter

**AND WHEREAS** thereafter the above named Sri Lakhan Chouhan transferred his part of undivided share in the aforesaid R.S. Plot No.307 an area measuring 0.13 Acre, recorded in R.S. Khatian No.4, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Pradhan Nagar, Dist. Darjeeling, unto and in favour of (1)Smt. Param Jyoti Chouhan (now deceased), Wife of Late Shew Prasad Chouhan @ Shib Prasad Chouhan, (2) Sri Jay Prakash Chowhan (i.e. Vendor/First Party No.1 hereto referred above) and (3)Sri Jay Singh Chouhan (i.e. Vendor/First Party No.2 hereto referred above), both of them are sons of Late Shew Prasad Chouhan @ Shib Prasad Chouhan, through a registered Deed of Gift being document No.I-4891 for the year 2012 dated 22.05.2012 registered at the office of the ADDL. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And by virtue of such registered gift deed in their favour said Smt. Param Jyoti Chouhan (now deceased), Sri Jay Prakash Chouhan @ Jay Prakash Chowhan and Sri Jay Singh Chouhan had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

**(2) WHEREAS** Smt. Param Jyoti Chouhan (since deceased), Wife of Shew Prasad Chouhan @ Shib Prasad Chouhan became the absolute owner in actual, khas and physical possession of all that 0.215 Acre of land being part of R.S. Plot Nos.311, 312, & 313, recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Siliguri (now Pradhan Nagar), Dist. Darjeeling by virtue of purchase from Sri Gulab Chand Agarwal, Son of Late Chandu Ram Agarwal, through his Constituted

Attorney one Sri Indra Kumar Agarwal, Son of Late Bhajan Lal Agarwal, through a registered Deed of Conveyance being document No.I-**5561 for the year 1983** dated 09.09.1983 registered at the office of the Sub-Registrar, Siliguri. And by virtue of such purchase said Smt. Param Jyoti Chouhan (since deceased) had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

**AND WHEREAS** the above named Smt. Param Jyoti Chouhan (since deceased), Wife of Shew Prasad Chouhan @ Shib Prasad Chouhan further became the absolute owner in actual, khas and physical possession of all that 0.22 Acre of land being part of R.S. Plot Nos.311, 312, & 313, recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Siliguri (now Pradhan Nagar), Dist. Darjeeling by virtue of purchase from Sri Arjun Gowala, Son of Late Lakhan Gowala through a registered Deed of Conveyance being document No.I-**5109 for the year 1983** dated 29.07.1983 registered at the office of the Sub-Registrar, Siliguri. And by virtue of such purchase said Smt. Param Jyoti Chouhan (since deceased) had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

**AND WHEREAS** thereafter the above named Smt. Param Jyoti Chouhan, Wife of Late Shew Prasad Chouhan @ Shib Prasad Chouhan also died intestate on 22.07.2014 leaving behind her the First Party/Vendors hereto referred herein above and three married daughters namely (i)SMT. SABITRI CHOUHAN, Wife of Sri Ganesh Chouhan, (ii)SMT. MANTI MAHATO @ MANATI MAHATO, Wife of Sri Dileep Kumar Mahato, and (iii)SMT. SHANTI CHAUHAN, Wife of Sri Umakant Chauhan, as her sole legal heirs and successors and accordingly as per the provisions of Hindu Succession Act, 1956 the First Party/Vendors hereto referred above and their said three married sisters have jointly inherited all the above mentioned landed properties purchased/acquired through various registered deeds as mentioned above left by their deceased father and mother and they have also acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

**A) WHEREAS** thereafter on 12.04.2019 the above named (i)SMT. SABITRI CHOUHAN, Wife of Sri Ganesh Chouhan, (ii)SMT. MANTI MAHATO @ MANATI MAHATO, Wife of Sri Dileep Kumar Mahato, and (iii)SMT. SHANTI CHAUHAN, Wife of Sri Umakant Chauhan have jointly transferred all that their altogether **0.365 Acre** of land i.e. 3/5<sup>th</sup> undivided share in their entire 0.6083 Acre of land unto and in favour of their brothers i.e. the First Party/Vendors hereof of these presents by virtue of a **Deed of Gift** which has been transcribed in Book No. I, Volume No.403-2019 in pages between 58176 to 58206 being document No. **02570 for the year 2019** registered at the office of the Addl. District Sub-Registrar, Siliguri-II at Bagdogra.

**AND WHEREAS** by virtue of inheritance and aforesaid two Gift Deeds the First Party/*Vendors* hereof are presently jointly acquiring and possessing all that **0.695 Acre** of land out of which 0.26 Acre of land in R.S. Plot No.307, recorded in R.S. Khatian No.4, and 0.435 Acre of land being part of R.S. Plot Nos.311, 312, & 313, recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Siliguri (now Pradhan Nagar), Dist. Darjeeling as fully and particularly described in the **Schedule-“A”** herein below.

**AND WHEREAS** the above named Vendors/First Party being desirous of constructing a residential complex (P + 4 storied building/s) on the aforesaid land measuring 17 Kathas and 0.695 Acre but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential complex whereby more open space and common facilities would be available for mutual benefit. The Promoter/Developer/Third Party herein being a partnership firm engaged in construction business, has agreed to develop and construct a residential complex on the aforesaid land and accordingly the Vendors/First Party and the Promoter/Developer/Third Party hereof have entered in to a Deed of Development Agreement under certain terms and conditions which has been registered at the office of the A.D.S.R. Siliguri-II, at Bagdogra, being document No. I- 5352 for the year 2019 and thereafter in furtherance of the said agreement the Vendors/First Party have also executed a General Power of Attorney in favour of Promoter/Developer/Third Party hereof being document No. I-5356 for the year 2019, registered at the office of the A.D.S.R. Siliguri-II, at Bagdogra.

**B) WHEREAS** thereafter in accordance with the provisions of the said development agreement the Promoter/Developer has already completed the construction work upon the said premises i.e. the land measuring 0.695 Acre as per approved building plan being No.147 dated 11.05.2017 for Parking plus four storied residential building(s) duly sanctioned by Siliguri Municipal Corporation and named the said residential complex as **“Panchnai Paramjyoti Apartment”**.

**Thus** the said Land is earmarked for the purpose of building a **residential project**, comprising Parking plus 4 (four) floor multistoried apartment buildings and the said project shall be known as **“Panchnai Paramjyoti Apartment”**.

**C)** The Promoter/Developer has conceptualized the development and construction of a residential project, comprising 5 (five) floor multistoried apartment buildings which was intended to be comprised of [ ]no of buildings having [ ]self-contained units/apartments, together with[ ] open/covered parking space on the ground floor of the said building along with Common Areas, amenities and facilities as specified in the **Schedule C** of this Deed (**“Project”**);

**D)** Upon receiving the Building Plans the Promoter/Developer has registered the Project under the provisions of the Act with West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_ and has procured registration certificate dated \_\_\_ bearing No \_\_\_ in relation to the Project (“Registration Certificate”) in terms of the provision of the Act (as defined hereinafter).

**E)** The Purchaser has approached the Promoter/Developer to purchase the Unit and Appurtenances (as defined hereinafter) comprised within building no \_\_\_ of the project “**Panchnai Park-III**” and the purchaser has entered into an Agreement registered in the office of the \_\_\_ in Book No \_\_\_ Volume No \_\_\_ pages \_\_\_, having Deed No \_\_\_\_\_ of \_\_\_\_\_, with the promoter/developer whereby the promoter/developer has agreed to sell, convey and transfer to the purchaser the Unit and Appurtenances.

**F)** Subsequently, the promoter/developer has completed the construction of, inter alia, the Unit (as defined hereinafter) and has obtained occupancy certificate in respect thereof;

**G)** The Purchaser has, prior to the Effective Date, examined the copy of the Registration Certificate and has caused the said Registration Certificate to be examined in detail by his/her/its advocates and architectural consultants. The Purchaser has also examined all the documents and information uploaded by the promoter/developer on the website of the Authority (as defined hereinafter) as required under the provisions of the Act and the rules and regulations framed there under and has understood the documents and information in all respect;

**H)** The Purchaser hereby represents and confirms that he/she/it has inspected all documents pertaining to the Project Land and the Project and has fully satisfied himself/herself/itself in all respects, with regard to the right, title and interest of the promoter/developer and the Vendors in the Project and the Project Land and their right to convey the Unit And Appurtenances to the Purchaser; and

**I)** Relying on the aforesaid confirmations, representations and covenants as well as assurances on the part of the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, rules, regulations, notifications etc., applicable to the Project or otherwise, the promoter/developer and the Vendors are completing the sale of the Unit And Appurtenances in favour of the Purchaser, by these presents.

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

## **1. DEFINITIONS AND INTERPRETATION**



### 1.1. Definition

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

- **“ACT”** means The West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- **“Rules”** means The West Bengal Housing Industry Regulation Rules, 2018 made under The West Bengal Housing Industry Regulation Act, 2017
- **“Regulation”** means the regulation made under The West Bengal Housing Industry Regulation Act, 2017
- **“Section”** means the sections of the Act.
- **“Agreement”** means the agreement specified in Recital L above, including all the Schedules thereto and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties subsequent to the execution thereof;
- **“Applicable Law(s)”** or shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, government resolution or any other similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;
- **“Association of Purchasers”** shall mean an association formed by the purchasers of units in the Project, as per the terms of the Agreement, for the purposes as mentioned in the Act;
- **“Authority”** shall mean the West Bengal Housing Industry Regulatory Authority constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;
- **“Building”** shall have the meaning ascribed to it in Recital L;
- **“Built Up Area”** shall, in relation to the Unit mean the net usable floor area of the Unit, including the thickness of the external walls with the walls common with common areas shall be considered in full and walls common with other units shall be considered as half and shall include balconies or verandahs;
- **“Carpet Area”** shall, in relation to the Unit, mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;
- **“Chargeable Area”** shall, in relation to the Unit, mean the Built-Up Area of the said Unit together with the proportionate Share in the Common Portions;
- **“Common Areas”** shall mean and include the area as detailed in Schedule C below;
- **“Date of Possession”** shall have the meaning ascribed to it in Clause 5.2 of this Deed;
- **“Deed”** means this deed of conveyance executed between the Purchaser, Promoter and Vendors whereby the Promoter and the Vendors selling, transferring and conveying the Unit and Appurtenances together in favor of the Purchaser;
- **“Effective Date”** shall mean the date of execution of this Deed;

- **"Encumbrance"** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, non-disposal or other restrictive covenant or undertaking, option, right of pre-emption, easement, quasi-easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Land and/or structures constructed thereon till the Effective Date or other Third Party interest or claim which could affect the development and / or ownership of the Project Land and shall include any breach or non-performance of Owners' obligations by any means, including breach or non-performance under any approval or consent from any authority;
- **"INR"** shall mean the currency of the Republic of India;
- **"Land Share"** shall mean undivided, variable, impartible, proportionate share in the Project Land, as be attributable to the Unit. The Land Share is/ shall be derived by taking into consideration the proportion which the Built-Up Area of the Unit bears to the total built up area of the Building;
- **"Parking Space"** shall mean open/covered Parking Space bearing number [●] situated at [●] forming part of the Project.
- **"Person"** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organization, government or government authority or agency or any other legal entity that may be treated as a person under Applicable Law;
- **"Project"** shall have the meaning ascribed to it in Recital I of this Deed;
- **"Project Land"** shall have the meaning ascribed to it in Recital E, described in Schedule A of this Deed and demarcated in colour Red on Plan A attached;
- **"Registration Certificate"** shall have the meaning ascribed to it in Recital K of this Deed;
- **"Schedule"** shall mean a schedule to this Deed;
- **"Share in The Common Portions"** shall mean undivided, variable, impartible, proportionate share in the Common Areas, amenities and facilities of the Building, the said Common Areas, amenities and facilities being described in the Schedule C below (collectively "Common Portions"). The Share In The Common Portions shall be derived by taking into consideration the proportion which the built up area of the Unit bears to the total built up area of the Building.
- **"Third Party"** shall mean and refer to a Person who is not a party to this Deed;
- **"Unit"** shall mean [●], described in Schedule B below and demarcated in colour Green and bold on Plan B attached, comprised in the Building constructed on the Project Land; and
- **"Unit and Appurtenances"** shall mean collectively the Unit, Land Share, the Parking Space and Share in The Common Portions.

## **1.2. Other Terms**

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

## **1.3. Interpretations**

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

- a. any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye-laws, permissions and directions for the time being made issued or given there under or deriving validity there from;
- b. unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders;
- c. a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Deed;
- d. the term 'or' shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;
- e. the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

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

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

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

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

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

## **2. Terms of Transfer**

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

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

2.3. The Purchaser confirms, accepts and assures the Vendors and the Promoter that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the right, title and interest of the Vendors and the Promoter in the Project Land and the Building respectively, the Plans, the Registration Certificate, all the background papers recited in the Recital of this Deed hereto and the rights of the Vendors and the Promoter to enter into this Deed and shall not raise any objection with regard thereto.

2.4. The Purchaser confirms, accepts and assures the Vendors and the Promoter that the Purchaser has examined or caused to be examined (a) the construction and completion of the Building, the Common Portions and the Unit And Appurtenances including the quality, specifications, materials, workmanship and structural stability thereof and (b) measurement of the Built Up Area/Carpet Area of the Unit and the Purchaser is fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any, to do so.

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

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

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

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

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

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

### **3. DEMISE**

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

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

3.3 At the request of the Promoter, the Vendors, are hereby selling, conveying and transferring to the Purchaser the Land Share i.e. an undivided, variable, impartible, proportionate share in the Project Land described in Schedule A below, as be attributable to the Unit which has been derived by taking into consideration the proportion which the Built Up Area of the Unit bears to the total built up area of the Building.

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

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

3.4.2 Parking Space; and

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

#### **4. AGREED CONSIDERATION**

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

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

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

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

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

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

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

5.5. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Deed relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the Date of Possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days of being brought to notice of the same, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **6. INDEMNITY**

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

## **7. MAINTENANCE OF THE PROJECT**

7.1. The Purchaser shall be responsible to maintain the Unit and Parking Space from the Date of Possession. The Promoter shall, on and from the Date of Possession, hand over

the maintenance of the Common Portions to the Association of Purchasers and it shall be solely responsible for maintenance of the Common Portions.

## **8. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

## **9. GOVERNING LAW AND JURISDICTION**

9.1. This Deed shall be governed by and construed in accordance with the laws of India.

9.2. Court at Siliguri, District Darjeeling shall have exclusive jurisdiction in respect of any dispute or matter that may arise out of, in relation to or in connection with this Deed.

**SCHEDULE - "A"**

**(DESCRIPTION OF THE LAND)**

All that piece or parcel of land measuring **0.695Acre** comprising R.S. Plot No.307 (area measuring 0.26 Acre), recorded in R.S. Khatian No.4, and also comprising R.S. Plot Nos. 311 (area measuring 0.234 Acre), 312 (area measuring 0.11 Acre) & 313 (area measuring 0.091 Acre), recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, within Ward No. XLVI of Siliguri Municipal Corporation, under the jurisdiction of P.S. Pradhan Nagar, Dist. Darjeeling.

The said land is butted and bounded as follows:

NORTH : 4.6 Meter wide Road;  
SOUTH : 7.25 Meter wide Road;  
EAST : Land of Raj Kumar Singh and others;  
WEST : Vacant land of Dr. Gupta.

**SCHEDULE - "B"**

**(FLOOR PLAN OF THE APARTMENT)**

ALL THAT one residential flat (Marble/Tiles floor) measuring more or less about \_\_\_\_\_ (\_\_\_ \_\_ \_\_ \_\_) **Square meter** Carpet area at \_\_\_\_\_ **Floor**, being **Flat No.**"\_\_\_\_\_" of the building named "**Panchnai Paramjyoti Apartment**" constructed on the land as described in Schedule-"A" herein above together with undivided and impartible proportionate share in the land along with allotment of a covered/open parking space measuring about 112 Sq.Ft. at ground floor being Parking No.\_\_\_\_\_.

**SCHEDULE "C"**

**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running operating all machinery, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.



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

**SCHEDULE "D"**

**(COMMON PROVISIONS AND UTILITIES)**

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

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

IN WITNESS WHEREOF, THE PARTIES HERETO SETS SEALED AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED 'VENDORS & DEVELOPER'.

**WITNESSES:**

1)

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**SIGNATURE OF THE VENDORS**

2)

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**SIGNATURE OF DEVELOPER**

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

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**Advocate**