

## CONVEYANCE DEED

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

## By and Between

M/s **GOURISUT PROJECTS PRIVATE LIMITED**, (CIN no. U45400WB2012PTC185466) a company incorporated under the provisions of the Companies Act, 2013, having its registered office at SRI KRISHNA COMPLEX, 1ST FLOOR 16. SARADAMONI ROAD, ASHRAMPARA SILIGURI WB 734001 IN, and its corporate office at The Universe, Block-11, Beside Himalayan Kanya Abasan, Sarbapally, Checkpost, P.O. Salugara, P.S. Bhaktinagar, Pin Code-734008, District Jalpaiguri, (PAN AAECG9018M), represented by its authorized signatory, **SRI ASHISH AGARWAL**, (Aadhar no. 396565895080) duly authorized vide board resolution dated 14.06.2019, hereinafter referred to as the “**Promoter**”(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 **FIRST PART**;

## AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a partnership firm]

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

[OR]

[If the Allottee is an LLP]

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

[OR]

[If the Allottee is an individual]

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

[OR]

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

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

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

## **DEFINATIONS:**

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

- a. **“ACT”** means The West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b. **“Rules”** means The West Bengal Housing Industry Regulation Rules, 2018 made under The West Bengal Housing Industry Regulation Act, 2017
- c. **“Regulation”** means the regulation made under The West Bengal Housing Industry Regulation Act, 2017
- d. **“Section”** means the sections of the Act.

## **WHEREAS:**

- A. The Promoter is the absolute and lawful Owner of and in possession of the Property (LAND) situated at R.S. Plot no 164/419, corresponding to its L.R. plot no 511, R.S. Khatian no – 631, L.R. Khatian no – 1220, R.S. Sheet No 05, L.R. Sheet No 04, JL No – 2, Pargana - BAIKUNTHAPUR, Mouza, DABAGRAM, Police Station - BHAKTINAGAR Distt Jalpaiguri, Ward No 42 of Siliguri Municipal Corporation bearing holding No – VL/100/C/2 with a total area admeasuring of **20 (Twenty) Kathas 8 Chattak and 27 Square Feet** i.e. \_\_\_\_\_ square meters (“ Said Land”) registered vide the following Deeds of Conveyance:

1. Sale deed(s) dated 31.12.2012 registered in book – 1 CD volume number 28, Page no 5556 to 5581, being No 09953 for the Year 2012 at the office of the Additional District Sub-Registrar, Office of the A.D.S.R. Rajganj, West Bengal
2. Sale deed(s) dated 31.12.2012 registered in book – 1 CD volume number 28, Page no 5582 to 5607, being No 09954 for the Year 2012 at the office of the Additional District Sub-Registrar, Office of the A.D.S.R. Rajganj, West Bengal

B. The Promoters conceptualized the development and construction of a residential project, comprising 4 (four) floor multistoried apartment buildings which was intended to be comprised of [.] no of buildings having [.] self-contained units/apartments, together with [.] open 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"**);

C. The Promoter has applied for sanction of the Building Plans of the project and has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from SILIGURI MUNICIPAL CORPORATION vide Sanction Plan No \_\_\_\_\_ dated \_\_\_\_\_ (**"Plans"**)

D. Upon receiving the Building Plans the Promoter 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 Promotor to purchase the Unit and Appurtenances (as defined hereinafter) comprised within building no \_\_\_\_ of the project “ **Building**” 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 promotor whereby the promotor has agreed to sell, convey and transfer to the purchaser the Unit and Appurtenances

F. Subsequently, the promotor 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 on the website of the Authority (as defined hereinafter) as required under the provisions of the Act and the rules and regulations framed thereunder 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 and the Owners 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 and the Owners 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”** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

**"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, judgement, 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 Owners whereby the Promoter and the Owners selling, transferring and conveying the Unit And Appurtenances together in favour 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 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 organisation, 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 thereunder or deriving validity therefrom;

- 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 novation 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 Owners confirm, accept and assure the Purchaser that the Owners 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 Owners and the Promoter jointly confirm, accept and assure that the Owners and the Promoter have marketable and saleable right, title and interest in the Building.

2.3. The Purchaser confirms, accepts and assures the Owners and the Promoter that the Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the right, title and interest of the Owners 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 Owners 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 Owners 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 Owners 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 effected by the Owners 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 Owners 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 Owners and/or the Promoter are entitled to sell and/or dispose off all other portions of the Project Land and the Building to any Third Party at the sole discretion of the Owners 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 The Owners 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.

3.2 At the request of the Promoter, the Owners, 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.

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

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

3.3.2 Parking Space; and

3.3.3 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 Owners 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 Owners 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 favour 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 Jalpaiguri 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.

**[REMAINDER OF THE PAGE INTENTIONALLY KEPT BLANK]**

**IN WITNESS WHEREOF** the Parties hereinabove caused this Deed to be duly executed on the date and year first hereinabove written at Siliguri in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee/Purchaser: (including joint buyers)**

**1.**

Signature\_\_\_\_\_

Name \_\_\_\_\_

Address\_\_\_\_\_

**2.**

Signature\_\_\_\_\_

Name \_\_\_\_\_

Address\_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promotor

Signature\_\_\_\_\_

Name \_\_\_\_\_

Address\_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of

**WITNESSES:**

1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE – “A”**

**(DESCRIPTION OF THE LAND)**

All that piece or parcel of **LAND** in total measuring 20 Katha 8 Chattak and 27 Square Feet, situated within **MOUZA DABGRAM**, appertaining and forming part of **R.S. Plot No. 164/419** corresponding to its **L.R. Plot No. 511**, Recorded in **R.S. Khatian No. 631**, **L.R. Khatian No. 1220**, **R.S. Sheet No. 5** corresponding to its **L.R. Sheet No. 4**, J.L. No. 02, Pargana Baikunthapur, within the jurisdiction of **Siliguri Municipal Corporation Ward No. 42**, bearing Holding No. VL/100/C/2, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal. Butted and bounded as follows: -

By North ... Land of Binod Choudhary,

By South ... Land & House of Prabhat Chakraborty & others,

By East ... Land of Bijush Sharma,

By West ... About 24 feet wide S.M.C. Road.



**SCHEDULE 'C' - PAYMENT PLAN**

**That the payment of the consideration amount of the Schedule 'C' property shall be as follows: -**

Particulars	Rate	Amount (INR)
At the time of Booking	10%	
At the time of Registration of the Agreement to Sale	10%	
At the time of Foundation	20%	
At the time of Roof Casting	20%	
At the time of Brick Wall & Plastering	15%	
At the time of finishing	15%	

At the time of registry or possession whichever is earlier	10%	
Total	100%	

**“SCHEDULE D” - SPECIFICATIONS OF WORK**

Foundation	Earthquake resistant RCC frame super structure with infill brick/walls.
Elevation	Skilled and quality craftsmanship to make the complex a symbol of class.
Doors/Windows	Natural Anodised Sliding, Aluminium windows fitted with grills. Wooden door frames, Water resistant flush doors with standard fittings
Flooring	Vitrified tiles in Drawing, Dining and Bedroom. Anti-skid tiles in toilet.
Fire Fight System	Equipped with efficient and effective firefighting system.
Wall Finish	Interior- Wall putty, Exterior-Painted with good quality exterior paint.
Kitchen	Anti-skid Ceramic tiles in floor, Granite counter top with stainless steel sink & Ceramic tiles upto 2feet above counter.
Toilet	CP fittings of jaquar or equivalent brand; wall hung EWC ; Wash Basin & High quality ceramic tiles upto door height.
Elevator	Automatic elevator in each block

Electrical / wiring	Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points &TV sockets in Drawing & Master bedroom. A.C points in master bedroom, protective M.C.B's & elegant modular switches of reputed brand.
Packages	Internal upgradation available on request at extra cost.

**Schedule E - Specification, Amenities, Facilities (Which are part of the project)**

1. Automatic Lifts in each Block
2. Air-conditioned Community hall cum Games Room.
3. Intercom Facility
4. Power back up for Common Area only.
5. CCTV Camera Surveillance.
6. Security Guard.