

DEED OF CONVEYANCE

=====
THIS INDENTURE IS MADE ON THIS THE _____
DAY OF SEPTEMBER 2018 (TWO THOUSAND
EIGHTEEN) .

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DEED OF ABSOLUTE SALE OF RESIDENTIAL FLAT PREMISES ON OWNERSHIP BASIS AT SBM UPOHAR.

One Residential Flat Premises measuring about **SQ. FT.** (the measurement of which includes proportionate area of Staircase and super-built up area) at **FLOOR, BLOCK -** of the building named and designed as **SBM UPOHAR** together with One parking space measuring about **105 SQ.FT.** at the Ground Floor of the complex with an impartible right/share in the land on which the same stands.

CONSIDERATION : Rs. /-

LAND AREA ON WHICH THE HOUSING COMPLEX STANDS : 560 DECIMAL

R.S. PLOT NO. : 9

L.R. PLOT NO. : 142, 143 & 144

L.R. KHATIAN NO. : 429 & 539

J.L. NO. : 76

MOUZA : KALARAM

PARGANA : PATHARGHATA

P.S. : PHANSIDEWA

DISTRICT : DARJEELING

WITHIN THE AREA OF GRAM PANCHAYAT

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B E T W E E N

--- hereinafter called **PURCHASER/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context **her** heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

A N D

1. SRI NARSINGH AGARWAL (PAN:- BOJPA9742K) S/o Late Dyaram Agarwal, Hindu by faith, Indian by nationality, Business by occupation, resident of Part No. 2, Salghari (Urban), P.O. & P.S. Jorethang, District-South Sikkim in the state of Sikkim,

2. K.T. PROJECTS PRIVATE LIMITED (PAN:- AAFCK6785J) a Private Limited Company registered under the Sikkim Companies Act, vide Certificate of Incorporation No. 717, dated 07.10.2004 and having its registered office at Jorethang Bazar-737121, P.O. & P.S. Jorethang, District-South Sikkim in the state of Sikkim

hereinafter called the **VENDORS/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors in office, representatives, administrators and assigns and his/her/their heirs, executors, successors, representatives, administrators and assigns) of the **SECOND PART**.

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Vendors hereof **SRI NARSINGH AGARWAL & K.T. PROJECTS PRIVATE LIMITED** are represented by their Constituted Attorney **SRI YOGESH GOEL** S/o Sri Ram Kumar Goel, Hindu by faith, Indian by Nationality, Director of **IMPRINT VINIMAY PRIVATE LIMITED** by occupation, resident of Sita Mansion, 2 ½ Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar, District-Jalpaiguri in the state of West Bengal by virtue of a General Power of Attorney and the same was duly registered by Additional District Sub-Registrar, Siliguri-II at Bagdogra, Office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and registered in Book No. IV, CD Volume No. 0403-2015, Page from 1141 to 1167, being document No. 040300879 for the year 2015.

A N D

IMPRINT VINIMAY PRIVATE LIMITED (PAN:- AABCI3967L), A Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No. U51109WB2005PTC102335 Dated 18.3.2005 having its registered Office at 2½Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri represented by one of its Director duly authorized for this purpose **SRI YOGESH GOEL** S/o Sri Ram Kumar Goel, Hindu by religion, Indian by Nationality, Director of the above named Company by Occupation, resident of Sita Mansion, 2½ Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri --- hereinafter called the **DEVELOPER/CONFIRMING PARTY/THIRD PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its Partners, their legal heirs, executors, successors, administrators, representatives and assigns) of the **THIRD PART.**

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WHEREAS Vendor No. 1 hereof **SRI NARSINGH AGARWAL** acquired a piece and parcel of Land measuring 2.93 Acres appertaining to and forming part of L.R. Plot No. 142 & 143, recorded in Khatian No. 16/3, 17/1, 224/1, 280, 281, 282, 283, 284, 285 & 286 of Mouza - Kalaram in the District of Darjeeling by Virtue of a Deed of Conveyance executed jointly by **DEEPAK CHHETRI & 9 OTHERS** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 157, pages 273 to 282, being Document No. 6352 for the year 2006.

AND WHEREAS possessing the aforesaid land Vendor No. 1 hereof **SRI NARSINGH AGARWAL** mutated his name at the office of B.L. & L.R.O., Phansidewa and got L.R. Khatian No. 429 opened in his name being L.R. Plot No. 142 & 143 for the aforesaid land and also got it converted vide Conversion Case No. 38/DL&LRO/DJ/14 dated 30th January 2014.

AND WHEREAS Vendor No. 2 hereof **K.T. PROJECTS PRIVATE LIMITED** acquired a piece and parcel of Land measuring 2.67 Acres appertaining to and forming part of Plot No. 9, recorded in Khatian No. 2/1, 2/3, 2/5, & 2/7 of Mouza - Kalaram in the District of Darjeeling by virtue of Four separate Deed of Conveyance executed by **ANITA MUNDRA & AMITA MUNDRA** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in

1. Book No. I, CD Volume No. 4, Pages 5722 to 5739, being Document No. 1711 for the year 2008.
2. Book No. I, CD Volume No. 5, Pages 56 to 73, being Document No. 1726 for the year 2008.
3. Book No. I, CD Volume No. 5, Pages 14 to 30, being Document No. 1727 for the year 2008.
4. Book No. I, CD Volume No. 5, Pages 74 to 91, being Document No. 1728 for the year 2008.

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AND WHEREAS possessing the aforesaid land Vendor No. 2 hereof **K.T. PROJECTS PRIVATE LIMITED** mutated its name at the office of B.L.& L.R.O., Matigara and got L.R. Khatian opened in his name being L.R. Khatian No. 539 opened in its name being L.R. Plot No. 143 & 144 for the aforesaid land and also got it converted vide Conversion Case No.37/DL&LRO/DJ/14 dated 30th January 2014.

AND WHEREAS in the manner aforesaid the Second Party hereof become sole, absolute and exclusive owner of Land measuring 560 (Five Six Zero) Decimal appertaining to and forming part of R.S. Plot No. 9 corresponding to L.R. Plot No. 142, 143 & 144, recorded in L.R. Khatian No. 429 & 539 of Mouza - Kalaram, J.L. No. 76 situates within Pargana-Patharghata, P.S. Matigara in the District of Darjeeling having permanent, heritable and transferable right, title and interest in the said land.

AND WHEREAS the Second Party above named being desirous of constructing a residential complex on the aforesaid land 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 for mutual benefit.

AND WHEREAS the Third Party hereof **IMPRINT VINIMAY PRIVATE LIMITED** was looking for a suitable land for carrying out construction, development and sale of Residential Premises.

AND WHEREAS the Second Party approached Third Party to take up their land measuring 560 Decimal for the purpose of construction of a residential Building and accordingly the Second Party hereof **SRI NARSINGH AGARWAL & K.T. PROJECTS PRIVATE LIMITED** and the Third Party hereof **IMPRINT VINIMAY PRIVATE LIMITED** entered into a development agreement on such terms and conditions as laid down in the **DEVELOPMENT AGREEMENT** registered at the Office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2015, Pages 15095 to 15126, Being Document No. 040307167 for the year 2015.

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AND WHEREAS the Third Party hereof decided to construct a Residential Building comprising on **Schedule - "A"** land according to the Building Plan prepared which was approved by Phansidewa Panchayat Samity, P.O. Phansidewa vide order No. 161/BP/PPS, dated 31.12.2015 for Parking Plus Five (i.e. P+IV) Residential Building comprising of 15 Blocks being Block I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV & XV at Kalaram.

AND WHEREAS the Third Party above named had completed the construction of the said Residential Building and to assign and identify has named the residential complex as **"SBM UPOHAR"**.

AND WHEREAS the Second and Party have formulated a scheme for selling apartment/Unit/Premises and to enable different person(s)/party(s) intending to have own flat/ unit/Parking premises/Store for house hold goods in the said Building Complex along with the undivided proportioned share and interest in the land as more fully described in **Schedule - "A"** below, the proportioned share or interest in the **Schedule-"A"** to be determined according to the constructed areas comprising the unit or premises proportioned to the total constructed area of the building.

AND WHEREAS the Second & Third Party hereof offered intended buyers to apply for purchase of their flats and the First Party being intended to purchase the **"B"** Scheduled property offered the Second & Third Party to purchase the said **"B"** Schedule Property in the said Housing Complex named **"SBM UPOHAR"** for a valuable consideration as fully described in the Schedule **"E"** below.

AND WHEREAS the Second & Third Party hereof being satisfied with the offer of the First Party allotted the "B" Scheduled Premises to the First Party and an Agreement to Sale was executed among the parties hereto in this behalf on _____ for a valuable consideration as fully described in the Schedule "E" below.

AND WHEREAS the First Party being in need of a residential flat/Property in ownership in the locality where the aforesaid multistoried residential Complex is situated and after inspecting the documents of title of Second Party to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Second & Third Party as reasonable and highest and have agreed to purchase from the Second & Third Party said property as more fully and particularly described in Schedule "B" given hereunder with undivided common share or interest in the stairs, open space, common toilets, bore well, overhead tanks and other fittings and fixtures and other common parts services, services of the building free from all encumbrances, charges, liens, lispendens, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule "B" property for a valuable consideration as described in Schedule "E" below.

AND WHEREAS the Second Party (being the owners) and the Third Party (being the Developer) agreed to execute the Deed of Conveyance in respect of Schedule "B" property in favour of the First Party for effectually conveying the right, title and interest in the Schedule "B" property for a valuable consideration as described in Schedule "E" below.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. **THAT** for valuable consideration of Rs. /-
(Rupees

) only in the manner as more fully described in Schedule "E" below paid by the First Party to the Second & Third Party, the receipt of which is acknowledged by the Second & Third Party by execution of these presents and grants full discharge to the First Party from the payment thereof and the Second & Third Party do hereby convey and transfer absolutely the Schedule "B" property to the First Party who shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.

2. **SATISFACTION OF BUYER: THAT** the First Party have examined and inspected the Documents of title of the Second Party and verifying the site Plan, Building Plan, Foundation Plan, Structural Details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation, details of staircase as well as the common portions and areas and the Common Provision and utilities 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 has satisfied himself /herself /themselves /itself about the standard of construction thereof including that of the Schedule "B" property purchased by the First Party and shall have no claim whatsoever as to construction plan quality of materials used or standard of workmanship in the construction, thereof including foundation of the building and development, installations, erections and construction of the COMMON PROVISION AND UTILITIES as more fully described in the Schedule "D" below.

3. **MEASUREMENT: THAT** The measurement of the Said Flat as mentioned in this Deed is the final measurement of the Said Flat which has been certified by [REDACTED] which has been verified and agreed by the Buyer, who hereby covenants the satisfaction of the measurement of the built up area.

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4. **CREATION OF RIGHTS: THAT** the First Party shall have all rights, title and interest in the property sold and conveyed to him/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Second and Third Party or anybody claiming through or under them and all rights, title and interest which are vested in the Second and Third Party with respect to the Schedule "B" property and shall henceforth vest in the First Party to whom said property has/have been conveyed absolutely.

5. **RIGHT AGAINST ENCROACHMENT: THAT** the First Party shall not encroach upon any portion of land or buildings carved out by the Second and Third Party for the purpose of the road, landings stairs, passages, corridors, etc or other community purposes and in the event of encroachment, the Third Party 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 First Party shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

6. **PRESERVATION OF COMMON AREA: THAT** the First Party further covenants with the Second and Third Party not to injure harm or cause damage to any part of the building including common portions and areas as well 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 otherwise in any manner whatsoever and in the event of contrary the First Party shall be fully responsible for it. The Second and Third Party shall not be held responsible in any manner whatsoever for the same.

7. **EXCLUSIVELY FOR RESIDENTIAL PURPOSE: THAT** the First Party hereby covenants with the Second & Third Party not to dismantle the Schedule "B" property and part thereof hereby sold and conveyed in favour of the First Party and the same shall be held by the First Party exclusively for residential purposes.

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8. **ALTERATION: THAT** the First Party shall not make any such addition or alteration in the Apartment as may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and to cause any structural damage or encroachment on the structure of the building(s) in the complex.

9. **SUB DIVIDE OR DEMOLISH:** That the First Party have agreed that he/she/they/it shall not sub-divide or demolish any structure of the schedule "B" property and the complex as a whole without the prior approval and consent of the Third Party and/or the local authority, if required. The First Party, however, undertakes that he/she/they/it shall not divide/sub-divide the schedule "B" property in any manner. The First Party shall also not change the colour and facade of outer walls of his/her/their/its Apartment/s.

10. **RESTRICTION ON DISPLAY OF BOARDS:** That the First Party shall not display any names, address, signboard, advertisement, materials, etc. on the external facade of the Apartment/Tower/Block and also the complex.

11. **DECLARATION OF SECOND AND THIRD PARTY: THAT** the Second and Third Party declares that the interest which they professes to transfer hereof subsists as on the date of these presents and that the Second and Third Party have not previously transferred, mortgaged, contracted for sale or otherwise 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 Second and Third Party shall be liable to make good the loss or injury which the First Party may suffer or sustain there from and also be liable to compensate the First Party for the same.

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12. **COVENANT TO FIRST PARTY: THAT** the Second and Third Party further covenants with the First Party that if for any defect of title or for act done or suffered to be done by the Second and/or Third Party, the First Party is deprived of ownership or of possession of the said property described in the Schedule "B" below or any part thereof in future, then the Second and Third Party shall return to the First Party the full or proportionate part of the consideration money as the case may be.

13. **TENANCY RIGHT: THAT** the Second Party do hereby covenants with the First Party that the tenancy rights under which Schedule "A" property is held by the Second Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Second Party proposes to transfer subsists and the Second Party have full right and authority in Schedule "B" property to transfer the undivided right in the land to the First Party in the manner as aforesaid and the First Party shall hereinafter peacefully and quietly possess and enjoy the Schedule "B" property without any obstruction or hindrance whatsoever.

14. **NO HINDRANCE FROM FIRST PARTY: THAT** the First Party shall not do any act, deed or thing whereby the development/ construction of the said building/Complex is in any way hindered or impeded with nor shall prevent the Second and Third Party from selling their respective allocation, transferring assigning or disposing of unsold portion of right, title and interest therein or appurtenant thereto.

15. **PAYMENT ACKNOWLEDGEMENT:** THAT full consideration of Rs. [REDACTED] has been made and the Second Party and The Third Party hereby acknowledge the receipt of the full and final payment of consideration amount. Apart from the aforesaid consideration, the First Party has paid a further sum @ Rs.18/- per sq.ft. per month for a period of one year as maintenance charges in advance. The Consideration amount shall include all the followings:

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15.1 Special Amenities/Facilities: providing any special amenities/ facilities in the Common Portions (save and except those described in the **D Schedule** below) and improved specifications of construction of the Said Flat and/or the Said Building/Complex, proportionately.

15.2 Electricity: obtaining HT/LT electricity supply from the supply agency, & Generator & Water charges, with applicable Goods & Service Tax based on the super built-up area of Said Flat. However, this price does not include charges applicable for Individual Electricity Meter Security Deposit to the WBSEDCL as and when applicable and other charges as applicable specifically mentioned other clauses.

15.3 Electricity Meter for Common Portions: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.

15.4 Betterment Fees: betterment or other levies as has been charged/ imposed by any government authorities or statutory bodies on the Said Property or the Said Flat and Appurtenances or its transfer in terms hereof, proportionately.

15.5 Taxes: Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat.

15.6 Legal Fees, Stamp Duty and Registration Costs: Fees of Advocates (**Legal Advisors**), who have drawn this Deed and all further documents (for registration). However, Stamp duty, registration fees and other miscellaneous expenses for registration and all other fees and charges, if any, has been borne by the Buyer in separate.

15.7 Common Expenses/Maintenance Charges and Rates & Taxes: Common expenses/maintenance charges described in the **C Schedule** below (**Common Expenses/Maintenance Charges**), proportionately from the Date of Possession (i.e. on the date of issue of letter from the developer to the First Party on this behalf and shall be deemed to be the date on which the possession has been handed over to the Buyer). It is clarified that the Common Expenses/ Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the components of the Common Portions. It is clarified that (1) the Said Complex shall be maintained till the date of Possession by the Third Party as per the initial terms of the Agreement and thereafter through the Association (formed by the residents/owners of the apartment) and (2) the supervision of maintenance of the Said Complex shall be handed over by the Developer to a body of flat owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**) upon formation. It is clarified that no Common Expenses/ Maintenance Charges shall be payable by the Developer towards the unsold flats of the Said Complex.

16. **COMMON EXPENSES POST HAND OVER OF POSSESSION:** All expenses of common nature more specifically defined in **Schedule C** shall be borne by the Owners of the Flat after the hand-over of possession. Also, it has been agreed that common expenditure will be divided among the buyers only and no expenses will be borne by the Developer for unsold flats.

17. **HAND OVER OF POSSESSION:** Subject to other clauses, the Buyer shall be deemed to have been handed over the Possession of the **Schedule B** property on and from the date of issue of a letter in this behalf.

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18. **ELECTRICITY CONNECTION: THAT** the First Party have to obtain his/her/their/its own independent electric connection from the WBSEDCL for his/her/their/it electric requirement and the connection charges as well as the electric consumption bill will be paid by the First Party. The Second and Third Party shall not have any responsibility or any liability in this respect.

19. **CONTINUING CONSTRUCTION BY DEVELOPER:** The Developers shall continue construction, completion, up-gradation and beautification for finishing the Apartment and its common area, however the premises as mentioned in "**SCHEDULE B**" below, i.e. the Flat has been completed upto the satisfaction of the Buyer.

20. **QUALITY, WORKMANSHIP AND ACCEPTANCE OF VARIATIONS ETC.:** The decision of the Architect regarding quality, workmanship and variations is final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect post the registration of these present, however the Third Party covenant that in no case there will be any alteration made to the building structure and/or the Scheduled B property and the Buyer hereby further agrees not to raise any objection to the Developer and/or the Architect making any other variations, modifications or alterations.

21. **COMPLETE SATISFACTION ON POSSESSION:** On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat, including the super built up area of the Said Flat.

22. **COMMENCEMENT OF OUTGOINGS:** From the Date Of Possession Notice, all outgoings in respect of the Said Flat And Appurtenances, including Rates & Taxes shall become payable by the Buyer.

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23. **COMMON PORTIONS:** The developer shall maintain the Common Portion until Developer shall hand over management and upkeep of all Common Portions to the Association (the First Committee of which shall be nominated by the Developer) and for the formation of which the Buyer hereby grant a Specific Power of Attorney to the Developer.

24. **BUYER AWARE OF AND SATISFIED WITH COMMON PORTIONS AND SPECIFICATIONS:** The Buyer, is/are fully satisfied and have complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters. The Buyer has examined and is acquainted with the Said Complex and acknowledges that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or any Block of the Said Complex **save and except** the Said Flat And Appurtenances.

25. **NO RIGHTS OF OR OBSTRUCTION BY BUYER:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this present and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same and/or any part thereof.

26. **NO OBSTRUCTION BY BUYER TO FURTHER CONSTRUCTION:** The Developer shall be entitled to make other constructions elsewhere on the Said Property/Said Phase/Said Complex and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/developmental activity. The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors and/or sub-contractors appointed by the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

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27. VARIABLE NATURE OF LAND SHARE AND SHARE IN COMMON PORTIONS: The Buyer fully comprehends and accepts that (1) the Land Share, the Share in Common Portions and the share in the Said Club is a notional proportion that the Said Flat bears to the currently built/used area of the Said Building/Said Phase/Said Complex (2) if the area of the Said Building/Said Phase/Said Complex/Said Club is recomputed by the Developer, then the Land Share, the Share In Common Portions and the share in the Said Club shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein (3) the Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share, the Share in Common Portions and the share in the Said Club and (4) the Land Share, the Share In Common Portions and the share in the Said Club are not be divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer in future, in its absolute discretion.

28. EXTENSION OF PROJECT: If need be and situation persists, the developer/seller either jointly or severally or otherwise may extend the project onto a bigger project as deemed fit by the developer/seller and the proportion defined in clauses 27 & 28 shall be proportioned after inculcating such extensions and the Buyer hereof gives his/her/their/it's NOC in this regard.

29. BUYER TO PARTICIPATE IN FORMATION OF ASSOCIATION: The Buyer admits and accepts that the Buyer and other Future Buyers of Flats who may hereinafter acquire any unit in the Said Complex shall form the Association as per the prevailing law and the Buyer shall become a member thereof.

30. OBLIGATIONS OF BUYER: The Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Phase, the Said Complex by the Developer/the Facility Manager/the Association (upon formation).

- (b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Block, the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances from the date of Possession and further for the Common Portions and the Specified Facilities from the 30th day of April, 2020 on pro-rata basis.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided there-for, ensuring that no inconvenience is caused to the Developer or to the other Flat Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property, the Said Phase and outside walls of the Said Building **save** in the manner indicated by the Developer/the Association (upon formation). The Developer shall endeavor to provide conduits for T.V. cable line or DTH connection.
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- (f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building/Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building/Complex. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place.

- (h) **No Sub-Division:** not to sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing of Name:** not to change/alter/modify the names of the Said Building and the Said Complex from that mentioned in the Developers brochure.
- (j) **No Nuisance and Disturbance:** not to use the Said Flat or the Common Portions or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (k) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Facility Manager/Association:** not to obstruct the Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/the Said Complex/Said Property (excepting the Said Flat and the Said Parking Space hereby sold).
- (m) **No Obstruction of Common Portions/Specified Facilities:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.

- (n) **No Violating the Rules:** not to violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for the use of the Common Portions.
- (o) **No Throwing of Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated there-for.
- (p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any and the Common Portions.
- (q) **No Storing Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.
- (r) **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Complex **save** at the place or places provided therefore **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

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- (t) **No Installing Generator:** not to install or keep or run any generator in the Said Flat and the Said Parking Space, if any or anywhere in the Complex.
- (u) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.
- (v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Flat.
- (w) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (x) **Not to release pets:** not to release the pet animals living with the Buyer in the Said Flat in the Common Portions alone for any other purpose whatsoever.
- (y) **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/buyers address and telephone number.
- (z) **No Right in Other Areas: Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the Said Phase/the Said Property/ the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Phase/the Said Property/the Said Complex or any extension initiated by the Developer/ Seller.

(aa) **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Developer hereof rescind it's right of further construction on the entirety of the top roof and the Buyer specifically acknowledges the same.

31. **OBLIGATION REGARDING TAXES:** In the event of the Developer being made liable for payment of any tax, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Goods & Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer, having agreed to perform the obligations under this present, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Buyer upon levy.

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32. **INTERIOR MAINTENANCE: THAT** the First Party shall carry out the maintenance and interiors of the Schedule "B" property at his/her/their/its own cost. The insurance of the Schedule "B" property as well as the interiors of the same shall be the responsibility of the First Party. The Second and Third Party shall not in any case be held liable and responsible for any damage or loss occurred on account of any act, deed, neglect or omission to do an act of the First Party from the date of this present.

33. **EXECUTION OF OTHER DOCUMENTS: THAT** the Second and Third Party 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 First Party to the property hereby conveyed at the cost of the First Party.

34. **MUTATION: THAT** the First Party shall have to get his/her/their/its name mutated with respect to the said Schedule "B" property at the office of B.L. & L.R.O, Matigara and panchayat and get numbered as a separate holding and shall pay Panchayat or Holding Taxes as may be levied upon his/her/their/its from time to time though the same has not yet been assessed.

35. **RIGHT TO SALE/OTHERWISE: THAT** the First Party 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, subject to the fact that no terms and condition of sale as per this deed is breached.

36. **USE OF PROPERTY: THAT** the First Party shall always use the schedule "B" property for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and assets of other occupants or the equipment in the Complex or use the schedule "B" property for any activity which may be immoral or illegal.

37. **SAFETY AND SECURITY: THAT** security of the entire complex shall always be the sole responsibility of the First Party and other occupants of the complex.

38. **TAXES: THAT** the Second and Third Party will pay up to date municipal taxes, Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **Schedule - "B"** property. That the Second and Third Party 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 Second and Third Party proportionately with all the purchaser/s unless separately levied upon and charged for.

39. **MAINTENANCE CHARGES POST HANDOVER OF POSSESSION: THAT** in case the First Party makes default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule **"C"** given hereunder) within 7th of every month to the Apartment Owners association, the First Party shall be liable to pay interest at the rate of 2% per month or part of a month Compoundable every month for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Association acting at the relevant time for any loss or damage suffered by the association in consequence thereof. The association if they so find it reasonable may restrain the First Party for using the common facilities of the complex for non-payment of maintenance fee.

40. **USE OF GENERATOR: THAT** it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flats of the building save the battery operated inverter.

41. **PARKING RIGHTS: THAT** the First Party shall not be entitled to park any vehicle in the others parking area, common area and passage within the complex except in the parking area provided to First Party if any by the Second & Third Party as more fully described in the schedule "B" Below.

42. **NO-RESTRICTION IN ALLOTEMENT OF PARKING: THAT** the First Party shall have no objection if the Second Party, Third Party and/or other occupants of different Flats in another block or in the same block in the said complex use the parking facility in the block in which the First Party of these presents has purchased the Schedule "B" property, provided said facility has been allotted/sold by the Second and/or Third Party.

43. **ABIDE BY LAWS:** That the First Party shall abide by the laws of land, including the local laws and directions of the statutory authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the First Party, the same shall be paid and satisfied by the First Party.

44. **FUTURE LAWS: THAT** all taxes, levies, assessments, demands or charges levied or leviabale in future on the land or building or any part of the complex shall be borne and paid by the First Party in proportion to the area of the Schedule "B" Property.

45. **ARBITRATION: THAT** the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the First Party and the Second and/or Third Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act 1996 as amended upto date and in case their decision is not acceptable the parties hereto shall have the right to move to Court at Darjeeling.

SCHEDULE 'A'
(DESCRIPTION OF THE LAND ON WHICH "SBM UPOHAR" STANDS)

ALL THAT PIECE AND PARCEL of land measuring 560 (Five Six Zero) Decimal appertaining to and forming part of R.S. Plot No. 9 (Nine) corresponding to L.R. Plot No. 142 (One Four Two), 143 (One Four Three) & 144 (One Four Four), recorded in L.R. Khatian No. 429 (Four Two Nine) & 539 (Five Three Nine) of Mouza-Kalaram, J.L. NO. 76 (Seven Six) situates within Pargana-Patharghata, P.S. Phansidewa, District-Darjeeling in the State of West Bengal.

The Residential Complex is butted & bounded as Follows:-

NORTH : LAND OF L.R. PLOT NO. 141,
SOUTH : LAND OF ROSHAN AGARWAL,
EAST : LAND OF MOUZA-BARA PATHURAM,
WEST : ABOUT 27 ANCHAL ROAD,

SCHEDULE 'B'
(DESCRIPTION OF PROPERTY HEREBY SOLD)

A residential flat premises having Tiles Flooring, being **FLAT NO.** _____, measuring _____ (_____) Sq.Ft. (the measurement of which includes proportionate super-built up area) at _____ **FLOOR** in **BLOCK -** _____ of the building named "**SBM UPOHAR**" together with One Covered parking Space having Cemented Flooring measuring about **105** Sq.Ft. to be allotted & identified by the Second and Third Party at Ground Floor of the complex with a proportionate right in the Schedule "A" land on which the apartment stands in common with the first party and/or other occupiers of the said building with right to use common area and facilities of the Building in common with other occupants of the Building.

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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 and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits 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, electrical 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. Panchayat 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 the electrical energy consumed 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 purposes 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 purposes.

SCHEDULE - D
COMMON PROVISIONS AND UTILITIES

1. 24 X 7 Security Service.
2. Power Backup.
3. CC TV Security Service in common area.
4. Lift.
5. Fire Fighting System
6. Play Zone.
7. Staircase and staircase landing on all floors.
8. Water pump, tube well, water tank, water pipes and common plumbing installations.
9. Drainage and sewerage.
10. Boundary wall and main gates.
11. Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings 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.

SCHEDULE - E
CONSIDERATION FOR SCHEDULE "B" PROPERTY

Valuable monetary consideration for selling and transferring the Schedule "B" Property absolutely by the First Party to the Second & Third Party amounts to **Rs. _____ /- (Rupees _____)** only (Out of Which **Rs. _____ /-** is paid in respect of Residential Flat Premises and Balance **Rs. _____ /-** is paid in respect of one Covered Parking Space) and the same has been received exclusively by the Second and Third Party for the transfer of The "B" schedule property.

Separate sheets are being used for the purpose of affixing impressions of fingers of both the hands of FIRST PARTY, SECOND PARTY AND THIRD PARTY.

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IN WITNESS WHEREOF THE SECOND AND THIRD PARTY 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 'SECOND PARTY'
& 'THIRD PARTY'

WITNESESS: -

1.

As constituted Attorney of
**SMT NARSINGH AGARWAL &
K.T. PROJECTS PRIVATE
LIMITED**

SECOND PARTY

2.

THIRD PARTY

Drafted by me and printed at my office,

RAJESH KUMAR AGARWAL
ADVOCATE/SILIGURI
REGD.NO. WB/ 73/97