

CONVEYANCE DEED

This conveyance deed ("**Deed**") executed on this day ____ of ____, 2019

BY AND BETWEEN

Uttora Chrysanthemum Residency LLP (LLPIN: AAI-6570), a Limited Liability Partnership incorporated under the provisions of the Section 12(1) of the Limited Liability Partnership Act, 2008, having its registered office at Kishore Bhavan, 17 R.N. Mukherjee Road, Kolkata 700001 and its corporate office at Kishore Bhavan, 17, R. N. Mukherjee Road, Kolkata – 700 001 [●] (PAN: AAFFU0282R), represented by its authorised signatory (Aadhar No.: [●]) authorized *vide* Board resolution dated [●] ("**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

(1) **Bagdogra Realtors Private Limited**, having CIN: U70200WB2010PTC151636 and PAN: [●], having its registered office at 51D, Gariahat Road, Flat No. 307, Kolkata 700019, (2) **Balason Realtors Private Limited**, having CIN: U70109WB2010PTC151703 and PAN: [●], having its registered office at 81, Raja Basanta Roy Road, Kolkata 700029, (3) **Gossainpur Real Estate Private Limited**, having CIN: U70101WB2007PTC117515 and PAN: [●], having its registered office at C/o. Ms. Protiva Sen, 105/H, New Alipore, Block -F, Kolkata 700053, and (4) **Hillcart Realtors Private Limited**, having CIN: U70200WB2010PTC151650 and PAN: [●], having its registered office at 27A, Raipur Mondal Para Road, Kolkata 700047, all companies incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], represented by [●], [●], [●] and [●] respectively (hereinafter collectively referred to as the “Owners”) (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**;

AND

[If the Purchaser 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 authorised signatory (Aadhar no. [●]) duly authorized *vide* Board resolution dated [●] (“Purchaser”) (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 **THIRD PART**.

[OR]

[If the Purchaser 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 [●] (“Purchaser”) (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 **THIRD PART**.

[OR]

[If the Purchaser 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 [●], (“Purchaser”) (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 **THIRD PART**.

[OR]

[If the Purchaser is an individual]

Mr./Ms. [●] (Aadhaar No.: [●]) son / daughter of [●], aged about [●] years, residing at [●] (PAN: [●]), (“Purchaser”) (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 **THIRD PART**.

[OR]

[If the Purchaser 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.: [●]), (“**Purchaser**”) (which express shall unless repugnant their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

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

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

WHEREAS

A. Bagdogra Realtors Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 120 decimal equivalent to 1.2 acres comprised in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling (“**First Land Parcel**”), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	11 January 2011	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 1, Pages 4839 to 4852, having Deed No. 00310 of 2011	45	L.R. Plot No. 165, L.R. Khatian No. 78/3, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2.	15 December 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 33, Pages 4767 to 4779, having Deed No. 09240 of 2010	25	L.R. Plot No. 166, L.R. Khatian No. 23, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
3.	15 December 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 33, Pages 4793 to 4805, having Deed No. 09242 of 2010	25	L.R. Plot No. 166, L.R. Khatian No. 23, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
4.	15 December 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 33, Pages 4806 to 4818, having Deed No. 09243 of 2010	25	L.R. Plot No. 166, L.R. Khatian No. 23, Mouza Rupsing, Police Station Naxalbari, District Darjeeling

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
		Total	120	

- B. Balason Realtors Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 17 decimal comprised in Mouza Bairatisal, within jurisdiction of Police Station Matigara and in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling (“**Second Land Parcel**”), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	22 July 2011	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 15, Pages 5601 to 5614, having Deed No. 06086 of 2011	17	L.R. Plot No. 203, L.R. Khatian No. 667, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
		Total	17	

- C. Gossainpur Real Estate Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 80 decimal comprised in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling (“**Third Land Parcel**”), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	2 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 25, Pages 322 to 334, having Deed No. 05890 of 2010	38	L.R. Plot No. 206(P), L.R. Khatian Nos. 822 and 823, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2.	2 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 25, Pages 603 to 615, having Deed No. 05913 of 2010	42	L.R. Plot No. 203(P), L.R. Khatian Nos. 822 and 823, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
		Total	80	

- D. Hillcart Realtors Private Limited had purchased, *inter alia*, pieces and parcels of land admeasuring 298 decimal equivalent to 2.98 acres comprised in Mouza Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling (“**Fourth Land Parcel**”), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
1.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 3914 to 3925, having Deed No. 06475 of 2010	33	L.R. Plot No. 200(P), L.R. Khatian No. 268, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
2.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 3962 to 3973, having Deed No. 06479 of 2010	33	L.R. Plot No. 200(P), L.R. Khatian No. 268, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
3.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 4507 to 4518, having Deed No. 06514 of 2010	30	L.R. Plot No. 202(P), L.R. Khatian No. 83, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
4.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 4519 to 4530, having Deed No. 06515 of 2010	40	L.R. Plot No. 202(P), L.R. Khatian No. 83, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
5.	23 August 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 26, Pages 4531 to 4542, having Deed No. 06516 of 2010	30	L.R. Plot No. 202(P), L.R. Khatian No. 83, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
6.	16 September 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 28, Pages 3189 to 3200, having Deed	50	L.R. Plot No. 206, L.R. Khatian No. 824, Mouza Rupsing, Police Station Naxalbari,

Sl. No.	Date	Registration Details	Purchased Area (in decimals)	Land Details
		No. 07186 of 2010		District Darjeeling
7.	29 October 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 31, Pages 1094 to 1105, having Deed No. 08186 of 2010	42	L.R. Plot No. 208/804, L.R. Khatian No. 11/1, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
8.	29 October 2010	Office of the Additional District Sub-Registrar, Siliguri-II, Bagdogra, in Book No. I, Volume No. 31, Pages 1130 to 1141, having Deed No. 08189 of 2010	40	L.R. Plot No. 208/804, L.R. Khatian No. 11/1, Mouza Rupsing, Police Station Naxalbari, District Darjeeling
		Total	298	

- E. In the abovementioned manner, the Owners have become the legal and beneficial owners of the freehold undeveloped land admeasuring about 515 decimals equivalent to around 5.15 acres comprised in L.R. Dag Nos. 165, 166, 203, 206(P), 203(P), 200(P), 202(P), 206, 208/804, Mouza- Rupsing, within the jurisdiction of Police Station Naxalbari, District Darjeeling, which is more fully described in the **Schedule A** hereunder written (hereinafter referred to as the "**Project Land**") and demarcated in colour **Red** in the Plan A annexed hereto.
- F. The Owners herein, approached Luxmi Portfolio Limited with the proposal of development of the Project Land for setting up a real estate project as per a co-development scheme, whereby the Owners offered their respective land parcels for development and Luxmi Portfolio Limited provided necessary finance for such development on the basis of revenue sharing arrangement.
- G. In terms of the aforesaid discussion, the Owners herein and Luxmi Portfolio Limited, together formed a limited liability partnership bearing the name '**Uttora Chrysanthemum Residency LLP**' being the Promoter herein, which has undertaken the development of the real estate project.
- H. Subsequently the Owners herein, Uttora Chrysanthemum Residency LLP and Luxmi Portfolio Limited has also entered into a co-development agreement dated 6 February 2019, registered in the Office of the Additional Registrar of Assurances, in Book No. I, Volume No. 1903-2019, Pages 14679 to 14738, having Deed No. 190300348 for the year 2019, for the year 2018, to record in detail the inter se rights, obligations and the general terms and conditions with respect to such development of the said real estate project undertaken by the Promoter.
- I. The Promoter conceptualized the development and construction of a group housing project

on the of the Project Land which was intended to be comprised of [●] number of buildings having [●] self-contained units/ apartments, together with [●] open parking spaces on the ground floors of the said buildings and/or at the open area of the said group housing project, along with Common Areas, amenities and facilities as specified in **Schedule C** of this Deed (“**Project**”).

- J. The Owners had jointly applied for sanction of the building plans for the Project and have received sanction of the said building plans for the Project from the office of the Naxalbari Panchayat Samity vide Sanction Order No. 310/NPS/Planning dated 3 October 2018 (“**Plans**”);
- K. Upon receiving sanction of the Plans for the Project, the Promoter has registered the Project with the Authority (as defined hereinbelow) on [●] under Registration No. [●] and has procured registration certificate dated [●] bearing No. [●] in relation to the Project (“**Registration Certificate**”) in terms of the provisions of the Act (as defined hereinafter).
- L. The Purchaser had approached the Promoter and the Owners to purchase the Unit And Appurtenances (as defined hereinafter) comprised within building number [●] of the Project (“**Building**”), and the Purchaser had entered into an agreement dated [●] (“**Agreement**”) registered in the Office of the [●], in Book No. [●], Volume No. [●], Pages [●] to [●], having Deed No. [●] of [●], with the Promoter and the Owners, whereby the Promoter and the Owners had agreed to sell, convey and transfer to the Purchaser the Unit and Appurtenances;
- M. Subsequently, the Promoter has completed the construction of, *inter alia*, the Unit (as defined hereinafter) and has obtained occupancy certificate in respect thereof;
- N. 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;
- O. 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
- P. 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.
- 7.1 On and from the Date of Possession, the Purchaser is to be held liable for the following:
- (i) 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.

- 5.4 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

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 High Court at Kolkata 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.

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**Schedule A
(Project Land)**

All that pieces and parcels of undeveloped converted land admeasuring 135.71 decimals equivalent to around 82.10 cottahs comprised in L.R. Dag Nos. 166, 200, 202, 203, 206 and 804, Mouza – Rupsing, within the jurisdiction of Gossanpur Gram Panchayat, Police Station Bagdogra, District Darjeeling, demarcated in colour **Red** on Plan **A** attached hereto and butted and bounded as under:

East by : By land of Bagdogra Realtors Pvt. Ltd., Hillcart Realtors Pvt. Ltd., Gossainpur Real Estate Pvt. Ltd. and 25.7 m Row Road

West by : By land of Bagdogra Realtors Pvt. Ltd., Hillcart Realtors Pvt. Ltd. and Balason Realtors Pvt. Ltd.

North by : By land of Bagdogra Realtors Pvt. Ltd. and 14 m Row Road

South by : By land of Bagdogra Realtors Pvt. Ltd. and Gossainpur Realtors Pvt. Ltd.

**Schedule B
(Unit AND Appurtenances)**

Unit No. [●] on the **[●]** side of the **[●]** floor of the Building commonly known as “[●]”, having Built Up Area, Carpet Area and Chargeable Area as per the details mentioned below, consisting of [●] bed rooms, [●] toilets, [●] kitchen, demarcated in colour **Green** on Plan **B** attached hereto TOGETHER with Parking Space No. [●] located at [●] of the Building demarcated in colour **Yellow** on Plan **C** attached hereto and the Land Share and Share In The Common Portions.

Unit Type	Carpet Area (including balcony) (in Sq. Ft.)	Built Up Area (in Sq. Ft.) (A)	Proportionate Share IN Common Portions (in Sq. Ft.) (B)	Chargeable Area (in Sq. Ft.) (A+B)
[●]	[●]	[●]	[●]	[●]

**Schedule C
(Common Portions)**

Common Portions including Common Areas, amenities and facilities of the Project shall include the following:

1. Multipurpose Hall
2. All common facilities & services for the Multipurpose Hall
3. Lifts
4. Estate office
5. Common Staircases & Ramps within the Building area
6. All floor Common Lobbies & Corridors
7. Common Toilets
8. Roof Area open to sky
9. Fire Refuge Platforms
10. All services Shafts & Ducts
11. Internal Driveway excluding shared roads
12. All Tanks, Reservoirs & Pits other than shared infrastructure
13. Pump Rooms within area of the Building
14. Open to sky DG space
15. Water Treatment Plant Area
16. All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Staff Room, Security Room etc.
17. All equipment, machineries & Pipe line installations for common use including those on shared cost basis.

**Schedule D
(Purchaser's Covenants)**

1. **Purchaser Aware of and Satisfied with Building and Construction:** The Purchaser admits and accepts that the Purchaser, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is entering into this Deed. The Purchaser has examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Building and the Project Land save and except the Unit And Appurtenances.
2. **Purchaser to pay Municipal Taxes and Maintenance Charges:** The Purchaser hereby admits and accepts that the Purchaser shall pay municipal taxes for the Unit And Appurtenances, from the Date of Possession until the Unit And Appurtenances is separately mutated in favour of the Purchaser, on the basis of the bills to be raised by the Promoter, such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser also admits and accepts that the Purchaser shall have mutation completed at the earliest. The Purchaser further admits and accepts that the Purchaser shall pay proportionate share of the common expenses/maintenance charges of the Building as specified by the Promoter and/ or Association of Purchasers, on the basis of the bills as raised by the Promoter and/ or

Association of Purchasers, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.

3. **No Rights of or Obstruction by Purchaser:** The Purchaser admits and accepts that all open areas in the Project including all open car parking spaces, save and except Parking Space, which are not required for ingress and egress from and to the Unit, do not form part of Share In The Common Portions in terms of this Deed and the Transferors shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof. The Purchaser also admits and accepts that the Transferors are entitled to construct further storeys on and above the roof of the top floor of the Building and the Purchaser shall not obstruct or object to the same. However, in the event the Transferors construct any further storeys on and above the roof of the top floor of the Building, then such newly constructed area shall also be managed and operated by the Promoter. The Purchaser admits and accepts that the Transferors and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.
4. **Variation of Share on Further Construction:** The Purchaser admits and accepts that in the event of such further construction, the Land Share and the proportionate share of the Unit shall stand altered and/or modified accordingly.
5. **Obligations of the Purchaser:** On and from the Date of Possession, the Purchaser shall:
 - 5.1 Use the Unit only for residential purposes. Under no circumstances the Purchaser shall use the Unit for any other purpose.
 - 5.2 Not to alter, modify or in any manner change the elevation and exterior colour scheme of the Building and/or the Project Land.
 - 5.3 Not to alter, modify or in any manner change the structure or any civil construction of the Building which may affect or endanger the structural stability of the Building.
 - 5.4 Not to undertake any addition/alteration in the Common Areas, whether individually or as part of the Association of Purchasers, without the prior written permission from Promoter.
 - 5.5 Not to change/alter/modify the name of the Building, which has been given by the Transferors.
 - 5.6 Not to use the Unit 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 Building and/or the Project Land and/or the neighboring properties.
 - 5.7 Not to allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Building and/or the Project Land.
 - 5.8 Not to obstruct the Promoter in their acts, relating to the Common Portions and not to obstruct the Promoter in constructing the other constructions in the Building and/or the Project Land and selling or granting rights to any person on any part of the Building and/or the Project land (excepting the Unit).

5.9 It is further clarified that the Purchaser shall not have any right to raise any dispute or make any claim with regard to the Transferors either constructing or not constructing any portions of the Building and/or the Project Land other than the Unit And Appurtenances. The Purchaser has interest only in and upon the Unit And Appurtenances. However and only upon the Promoter constructing the balance portions of the Building, the Purchaser shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Building which may be constructed by the Promoter for common use and enjoyment of all the unit owners of the Building. The rights and obligations of the Purchaser with regard to the user of the said Common Portions which are common shall be such as may be framed by the Promoter.

**Schedule E
(Specifications)**

(Manner of construction of the Unit)

Particulars	Specifications
Structure	Earthquake Resistant RCC Framed Structure
Elevation	Skilled & quality craftsmanship, commensurate with quality Standards of Luxmi Group
Flooring	Bed Room, Drawing Room, Dinning : Vitrified Tiles of Johnson or equivalent Toilet, Kitchen & Balcony : Anti Skid Ceramic Tiles of Johnson or equivalent
Walls Finish	Internal : Wall putty of standard Brand External : painted in combination of colours commensurate with Design
Kitchenette	Caddapa Stone top with Stainless Steel Sink, all kitchen have been modified to be open kitchen without doors Walls : Ceramic Tiles of Johnson or equivalent upto 2 feet above counter
Toilets	Fittings : C.P. fittings of Johnson or equivalent with hot and cold lines Sanitary : Sanitary-ware & E.W.C. of Johnson or equivalent brands of white/colour as per design.
Doors	Frames : Wooden Frames Shutters : Membrane Design Door for main door and flush door for Bed Room and toilet.
Windows	Anodized Aluminium/UPVC framed window with Glass Panel
Electrical	Concealed wiring with fire resistant ISI grade cooper/ aluminium conductors having provision for adequate points. TV and Telephone Sockets in drawing room. AC Points in master bed rooms. Protective M.C.B. elegant modular switches
Lifts	Lifts of OTIS (or equivalent made) 4 nos. (two each of 8 passengers and 6 passengers capacity) for common use of members, as per availability/approved plans.

IN WITNESS WHEREOF, the Parties have caused this Deed to be duly executed on the date and year first hereinabove written at Kolkata/ [●].

<p>SIGNED AND DELIVERED by the Owners in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For [●]</p> <hr/> <p>Authorised Signatory/Director</p> <p>For [●]</p> <hr/> <p>Authorised Signatory/Director</p>
<p>SIGNED AND DELIVERED by the Promoter in the presence of:</p> <p>Signature:</p> <p>Name:</p> <p>SIGNED AND DELIVERED by the Purchaser in the presence of:</p> <p>Signature:</p> <p>Name:</p>	<p>For Uttora Chrysanthemum Residency LLP</p> <hr/> <p>Designated Partner</p>

Received from the within named Purchaser the said sum of **INR [•] (Indian Rupees [•])** only towards full and final payment of the Agreed Consideration of the Unit And Appurtenances i.e. towards the Unit, Land Share and Share In The Common Portions, in the manner as follows:

MEMO OF CONSIDERATION

Cheque /RTGS/NEFT No.	Date	Drawn on	Favouring	Amount (in Rs.)
			Total	

For **Uttora Chrysanthemum Residency LLP**

Designated Partner