

DEED OF CONVEYANCE (SALE)

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**THIS DEED OF CONVEYANCE (SALE) IS MADE ON THIS THE ____
DAY OF OCTOBER, TWO THOUSAND TWENTY THREE**

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BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD	
BUILDING COMPLEX NAMED	“GOLDEN SQUARE”
COMMERCIAL SHOP NO.
SHOP MEASURING RERA CARPET AREA SQUARE FEET
SUPER BUILT-UP AREA SQUARE FEET
SHOP SITUATED IN FLOOR FLOOR
TOTAL CONSIDERATION	Rs./-

DETAILS OF LAND	
LAND AREA ON WHICH THE BUILDING STANDS	56.90 Decimal
MOUZA	DABGRAM
PLOT NO.	102, 99/314 R.S), 442, 443, 444 & 455 (L.R)
KHATIAN NO.	33/1 (R.S), 410 & 412 (L.R)
SHEET NO.	2 & 5 (R.S), 2 (L.R)
JL. NO.	2
PARGANA	BAIKUNTHAPUR
POLICE STATION	BHAKTINAGAR
WARD NO.	42 OF SILIGURI MUNICIPAL CORPORATION
DISTRICT	JALPAIGURI (WEST BENGAL)

::BETWEEN::

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SRI, (PAN: _____), son of , Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of , P.O. , P.S. , District , in the State of West Bengal - Hereinafter referred to and called the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, successors, representatives, administrators and assigns) of the "**ONE PART**".

AND

M/S ISHAANA DEVELOPERS (PAN:AAGFI7575J), A Partnership Firm, having its office at 162, Sevoke Road, P.O & P.S Siliguri, Dist-Darjeeling, Pin-734001, in the State of West Bengal, represented by its Partners **1.SRI SUMIT BHANSALI S/O SRI NAGRAJ BHANSALI, (PAN: AMNPB3456E),2. SRI AMAN AGARWAL S/O SRI HARISH AGARWAL,(PAN: AUKPA5305L)**, Both Hindu by Religion, Business by Occupation, Indian by Citizenship, resident of Sevoke Road, P.O & P.S Siliguri, Dist-Darjeeling, Pin-734001, in the state of West Bengal - Hereinafter referred to and called as the "**VENDOR/DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its partner, executors, successors, representatives, administrators, and assigns)of the "**OTHER PART**".

AND

1.SRI GAJANAND AGARWAL S/O LATE RAMJI DAS AGARWAL (PAN: AFMPA8462P)

2.SRI ANAND KUMAR AGARWAL @ ANAND AGARWAL S/O LATE RAMJI DAS AGARWAL (PAN: ACUPA0718R) Both are Indian by Citizenship, Hindu by Religion, Business by Occupation, residing at M.G. Marg, P.O. & P.S. Gangtok, Dist. East Sikkim, hereinafter called the "**LAND OWNERS**" (which expression shall mean and include unless excluded by or

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repugnant to the context be deemed to be their legal heirs, successors, executors, administrators, legal representatives, nominees or nominees and /or assigns) of the **THIRD PART**

WHEREAS the Land Owner No.1, **Sri Gajanand Agarwal**, purchased land measuring **2 Kathas 13 Chhataks or 4.64 Decimal** from Sri Ashok Kumar Dey S/o Late Hira Lal Dey & Others, by virtue of **Deed of Conveyance No. I-1284 dated 23.12.1999**, registered at Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, Vol No.15, Page from 303 to 308 for the year 2000.

AND WHEREAS the Land Owner No. 2, **Sri Anand Kumar Agarwal @ Anand Agarwal**, purchased land measuring **2 Kathas 13 Chhataks or 4.64 Decimal**, from Sri Ashok Kumar Dey S/o Late Hira Lal Dey & Others, by virtue of **Deed of Conveyance No. I-1285 dated 23.12.1999**, registered at Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, Vol No.15, Page from 309 to 316 for the year 2000.

AND WHEREAS One **Suresh Kumar Agarwal @ Suresh Kumar Agarwala** S/o Late Ramji Das Agarwal, purchased land measuring **2 Kathas 13 Chhataks or 4.64 Decimal**, from Sri Ashok Kumar Dey S/o Late Hira Lal Dey & Others, by virtue of **Deed of Conveyance No. I-1281 dated 23.12.1999**, registered at Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, Vol No.15, Page from 279 to 286 for the year 2000.

AND WHEREAS One **Sat Narayan Agarwal @ Satya Narayan Agarwala** S/o Late Ramji Das Agarwal purchased land measuring **2 Kathas 13 Chhataks or 4.64 Decimal**, from Sri Ashok Kumar Dey S/o Late Hira Lal Dey & Others, by virtue of **Deed of Conveyance No. I-1282 dated 23.12.1999**, registered at Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, Vol No.15, Page from 287 to 294 for the year 2000.

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AND WHEREAS One **Mohan Lal Agarwal @ Mohan Mittal S/o Late Ramji Das Agarwal** hereof purchased land measuring **2 Kathas 13 Chhataks or 4.64 Decimal**, from **Sri Ashok Kumar Dey S/o Late Hira Lal Dey & Others**, by virtue of **Deed of Conveyance No. I-1283 dated 23.12.1999**, registered at Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, Vol No.15, Page from 295 to 302 for the year 2000.

AND WHEREAS the above named **Suresh Kumar Agarwal @ Suresh Kumar Agarwala, Sat Narayan Agarwal @ Satya Narayan Agarwala and Mohan Lal Agarwal @ Mohan Mittal** gifted their land measuring **8.4 Kathas**, to the landowners hereof, by virtue of **Deed of Gift No. I-6737 dated 20.11.2017**, registered at Addl. District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 146898 to 146919 for the year 2017.

AND WHEREAS **Sri Gajanand Agarwal (Land Owner No.1)** purchased land measuring **0.06 Acre or 6 Decimal**, from **Mr. Rinchen Wangdi Yethenpa S/o Mr. Topden Yethenpa**, by virtue of **Deed of Conveyance No. I-3060 dated 23.04.1990**, registered at Dist Sub-Registrar, Jalpaiguri, Dist-Jalpaiguri, recorded in Book I, Vol No.30, Page from 345 to 350 for the year 1990.

AND WHEREAS **Sri Anand Kumar Agarwal @ Anand Agarwal (Land Owner No.2)** purchased land measuring **0.096 Acre or 9.6 Decimal**, from **Mr. Rinchen Wangdi Yethenpa S/o Mr. Topden Yethenpa**, by virtue of **Deed of Conveyance No. I-3058 dated 21.04.1990**, registered at Dist Sub-Registrar, Jalpaiguri, Dist-Jalpaiguri, recorded in Book I, Vol No.30, Page from 331 to 336 for the year 1990.

AND WHEREAS One **Sri Suresh Kumar Agarwal @ Suresh Kumar Agarwala** purchased land measuring **0.062 Acre or 6.2 Decimal**, from **Mr. Rinchen Wangdi Yethenpa S/o Mr. Topden Yethenpa**, by virtue of **Deed of Conveyance No.I-3059 dated 23.04.1990**, registered at Dist Sub-Registrar, Jalpaiguri, Dist-Jalpaiguri, recorded in Book I, Vol No.30, Page from 337 to 344 for the year 1990.

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AND WHEREAS One **Sri Mohan Lal Agarwal @ Mohan Mittal** purchased land measuring **0.060 Acre or 6 Decimal**, from Mr. Rinchen Wangdi Yethenpa S/o Mr. Topden Yethenpa, by virtue of **Deed of Conveyance No. I-3061 dated 23.04.1990**, registered at Dist Sub-Registrar, Jalpaiguri, Dist-Jalpaiguri, recorded in Book I, Vol No.30, Page from 351 to 358 for the year 1990.

AND WHEREAS One **Sat Narayan Agarwal @ Satya Narayan Agarwala** purchased land measuring **0.060 Acre or 6 Decimal**, from Mr. Rinchen Wangdi Yethenpa S/o Mr. Topden Yethenpa, by virtue of **Deed of Conveyance No. I-3062 dated 23.04.1990**, registered at Dist Sub-Registrar, Jalpaiguri, Dist-Jalpaiguri, recorded in Book I, Vol No.30, Page from 359 to 364 for the year 1990.

AND WHEREAS thereafter **Sri Suresh Kumar Agarwal @ Suresh Kumar Agarwala** transferred his land measuring **0.062 Acre or 6.2 Decimal**, in favour of Sri Gajanand Agarwal and Sri Anand Kumar Agarwal (the Land Owners hereof), by virtue of **Deed of Gift No. I-6738 dated 20.11.2017**, registered at Addl. Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 147021 to 147038 for the year 2017.

AND WHEREAS thereafter **Sri Sat Narayan Agarwal @ Satya Narayan Agarwala** and **Sri Mohan Lal Agarwal @ Mohan Mittal** transferred their land measuring **0.12 Acre or 12 Decimal** (0.06 acre + 0.06 acre) in favour of Sri Gajanand Agarwal and Sri Anand Kumar Agarwal (the Land Owners hereof), by virtue of **Deed of Gift No.I-6736 dated 20.11.2017**, registered at Addl. Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 146920 to 146937 for the year 1990.

AND WHEREAS thereafter **Sri Anand Kumar Agarwal @ Anand Agarwal** transferred his **land measuring 1.8 Decimal**, in favour of Sri Gajanand Agarwal, by virtue of **Deed of Gift No. I-6735 dated 20.11.2017**, registered at Addl. Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 145293 to 145307 for the year 2017.

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AND WHEREAS by virtue of the aforesaid Deed of Conveyance and Deed of Gift the Land Owners hereof became the absolute owner of **total land measuring 56.90 decimal** and the aforesaid land is fully described in Schedule 'A' below.

AND WHEREAS The First parties/owner mutated their name in record of right in the office of the BL& LRO, Rajganj, Dist.Jalpaiguri and obtained a separate L.R Khatian No. 410 & 412, L.R Plot No. 442, 443, 444 & 455, under Mouza Dabgram, L.R Sheet No.02, P.S Bhaktinagar, Dist-Jalpaiguri.

AND WHEREAS In order to have optimum use of their aforesaid land the owners/third parties decided to develop the said land by constructing a constructing a (B+ L.G+ U.G+ V) storied Commercial cum Assembly building and thus entered into a **development agreement** with the Third party namely "**M/S ISHAANA DEVELOPERS**", which was duly registered in the office of Addl. Dist-Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri and recorded in Book-I, Vol No. 0711, Page from 22089 to 22112 being document No.**I-0729 dated 31.01.2018**.

AND WHEREAS The Second party/Vendor/Land Owner being desirous of constructing a Multistoried Building Complex over and upon its aforesaid Land in Total Measuring 56.90 Decimal, which are contiguous, situated side by side, having a common boundary, which is more particularly described in Schedule-"A" given hereunder, vide a building plan duly sanctioned and approved by the Siliguri Municipal Corporation being **Plan No. No. 402** dated **12.02.2019** for proposed (B+ L.G+ U.G+ V) storied Commercial cum Assembly building and the said project shall be known as "**GOLDEN SQUARE**".

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AND WHEREAS to distinguish the proposed (B+ L.G+ U.G+ V) storied Commercial cum Assembly building and with a view to assign a unique identity to the said building complex, the Vendor has decided to name the said Complex as **“GOLDEN SQUARE”**. It is stated that the name of the Complex will always remain unchanged, comprising of several commercial spaces, shop, hotel, restaurant space etc on the said .

AND WHEREAS the Vendor in the process of construction of the said building divided it into several independent units/premises/spaces along with the common facilities.

AND WHEREAS the Vendor have formulated a scheme to enable a person/party intending to have own unit/premises/spaces in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit/premises/spaces proportionate to the total constructed area on the said land.

AND WHEREAS the Vendor/Land owner have now firmly and finally decided to sale and transfer, by virtue of Agreement of Sale, all that one Commercial Unit, Being a Shop morefully and particularly described in the **SCHEDULE-“B”** given hereunder on ownership basis free from all encumbrances and charges whatsoever for valuable consideration of **Rs.**
..... The detail of the Shop is give herein below:-

BUILDING COMPLEX NAMED	“GOLDEN SQUARE”
SHOP MEASURING	
RERA CARPET AREA SQUARE FEET
SUPER BUILT-UP AREA SQUARE FEET
SHOP SITUATED IN FLOOR FLOOR

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AND WHEREAS the Purchaser/s being in need of the Schedule-“B” property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendor/Land owner 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 Vendor/Land owner as fair, reasonable and highest have agreed to purchase from the Vendor, the Schedule-“B” property with undivided common share or interest in the stairs, open space and other common areas and services of the building, free from all encumbrances, charges, liens, lispendences, 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 of Rs.

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

AND WHEREAS the Vendor/Land owner agreed to execute the Deed of Conveyance (Sale) of the Schedule-“B” property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-“B” property for a consideration of Rs. and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. THAT in consideration of a sum of Rs. paid by the Purchaser/s to the by Cheques/RTGS, the RECEIPT of which the Vendor/ Developer/Land owner does hereby acknowledge and grants full discharge to the Purchaser/s from the payment thereof and the Vendor/Land owner does hereby CONVEY and TRANSFER ABSOLUTELY the Schedule-“B” property, to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances subject to the payment of proportionate rents, etc., to the Government of West Bengal.

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2. **THAT** the Purchaser/s has/have examined and inspected the Documents of title of the Vendor/Land owner, Site Plan, Building Plan, Foundation Plan, Typical Floor Plan, as well as the common portions and areas and the common provisions and utilities and have also seen and inspected the construction work of the building as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the said Schedule-“B” property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor/Land owner as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the common provisions and utilities.
3. **THAT** the Vendor/Land owner do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-“A” property is held by the Vendor/Land owner under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendor/Land owner proposes to transfer subsists and the Vendor/Land owner has full right and authority to transfer the Schedule-“B” property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the said Schedule-“B” property without any obstruction or hindrance whatsoever.
4. **THAT** the Vendor/Land owner declares that the interest which the Vendor/Land owner professes to transfer hereby subsists as on the date of these presents and that the Vendor/Land owner have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-“B” property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all charges and encumbrances whatsoever.

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5. **THAT** the Vendor/Land owner will pay upto date land revenue and/or any other taxes/charges/dues if any prior to the date of transfer of the Schedule-“B” property.
6. **THAT** the Vendor/Land owner 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 Vendor/Land owner proportionately with all the Purchaser/s unless separately levied upon and charged for.
7. **THAT** the Vendor/Land owner further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the Schedule-“B” property hereby conveyed at the cost of the Purchaser/s.
8. **THAT** the Purchaser/s have satisfied himself/herself/themselves about the title of the Vendor/Land owner in respect to the Schedule-“B” property.
9. **THAT** the Purchaser/s shall have all rights, title and interest in the Schedule-“B” property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor/Land owner or anybody claiming through or under them and all the rights, title and interest which vested in the Vendor/Land owner with respect to the Schedule-“B” property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
10. **THAT** the Purchaser/s hereby covenant with the Vendor/Land owner not to dismantle, divide or partition the Schedule- “B” Shop hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one independent unit exclusively for commercial purpose.

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- 11.THAT** the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor/Land owner from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
- 12.THAT** the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.Ltd. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the purchaser/s, the Vendor/Land owner shall have no responsibility or any liability in this respect.
- 13.THAT** the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-“B” property both at the Office of the B.L. & L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
- 14.THAT** the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-“B” property or let-out, lease-out the Schedule-“B” property to whomsoever.
- 15.THAT** the Purchaser/s shall have proportionate right, title and interest in the land along with other occupiers of the building. It is hereby declared that the interest in the land is impartible.
- 16.THAT** the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers of the said building.
- 17.THAT** the upkeep and maintenance of the common portions and areas as well as the common provisions and utilities shall be looked after by the Vendor/Land owner and thereafter the owners/occupiers of different part of building shall form and constitute an Owners Association by framing a

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proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force and the Vendor/Land owner shall no responsibility or any liability in this respect.

- 18. THAT** the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, etc. as will be determined by the Vendor/Land owner from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.
- 19. THAT** the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
- 20. THAT** in case the Purchaser/s make default in payment of the proportionate share towards the common expenses described in the Schedule-“C” given hereinunder within time allowed by the Vendor/Land owner or the Apartment Owners Association, the Purchaser/s shall be liable to pay interest at the rate of one percent per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendor or the Association acting at the relevant time for any loss or damage suffered by the Vendor or the Association in consequence thereof.
- 21. THAT** the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor/Land owner for the purpose of road, landings, stairs, passage or other community purpose/s and in the event of encroachment, the Vendor or the executive body or any authority of the occupiers of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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22.(a) THAT the Purchaser/s shall not be entitled to park any vehicle in others parking area, common area, open space and passage within the building complex.

(b) That the Purchaser/s shall park his/her/their car in the Parking Area at the Ground Floor of the building complex as marked and allotted to the Purchaser/s of these present anywhere within the complex.

23. THAT THE PURCHASER/S AGREES AND UNDERTAKES THAT THE PURCHASER/S SHALL NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-

(i) Store /stock / bring into / keep in the said Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.

(ii) Not to damage, demolish or cause to be damaged or demolished the said Building Complex or any part thereof or the fittings and fixtures thereto.

(iii) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Building Complex, which in the opinion of the Vendor and/or their nominee/s differs from their own color scheme.

(iv) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.

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(v) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.

(vi) Not to use the said space other than the Commercial purpose.

(vii) Not to encroach upon any portion of the land or building carved out by the Vendor/Land owner for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendor or any Authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.

(vii) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Purchaser/s shall be entitled to fix Air Conditioning equipment in the shop without damaging the outer walls of the said complex. All equipment/machines' parts of the Air Conditioning required to be fixed on outside wall must be fitted only in the places as marked and allotted and after consulting the Vendor or the Owners' Association. The outdoor unit should not generate extra noise, it should be of silent type.

(viii) That the Purchaser/s shall not park his/her/their vehicle on the pathways or common areas and open spaces of the building complex.

(ix) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the building save and except the battery operated inverter.

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(x) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.

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

- (i) That the Purchaser/s agrees and undertakes to co-operate with the Vendor/Land owner at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor may require for the purposes of safeguarding the interest of the occupants of the said complex.
- (ii) That the Purchaser/s shall keep the said Schedule-“B” Property/ said Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- (iii) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendor and/or the organization / agency / association / holding.
- (iv) That the Purchaser/s shall always co-operate with the owners’ association and the Vendor as the case may be in the management and maintenance of the said complex.
- (v) That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule-“B” Property and not to do anything which has the effect of affecting the structural stability of the building and/or the said building complex.

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(vi) That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However, if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.

(vii) That the Purchaser/s agrees and covenants that the Vendor shall be at absolute liberty to sale the unsold part and portions of the said building complex.

25. THAT the Purchaser/s further covenant with the Vendor not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendor shall not be held responsible in any manner whatsoever.

26. THAT the charges towards Stamp Duty and Registration fees of Schedule-“B” Property and GST as applicable have been paid and borne by the Purchaser/s.

27. THAT the said Multistoried Buildings Complex shall always be known as “**GOLDEN SQUARE**” and this name shall not be changed by any Association or Society of the Owners / Occupants or any other person claiming through them. The copy right/ trade mark / property mark and all intellectual property (including the name of the complex mentioned herein) shall always remain and vest with the Vendor and no person, including but not limited to the Purchaser/s Association / Society or the Occupant(s), shall

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have any claim or right of any nature whatsoever on the said intellectual property.

28. That the Vendor will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

29. THAT the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendor or the other Occupiers of the building shall be referred for Arbitration under the Arbitration Act and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court of Law at Jalpaiguri.

SCHEDULE 'A'

(DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS)

All that piece or parcel of homestead land measuring about 56.90 decimal, appertaining to a forming Part of R.S Plot No. 102 in R.S Sheet No.02 & R.S Plot No. 99/314 in R.S Sheet No. 05, corresponding to L.R Plot No. 442, 443, 444 & 455, recorded in R.S Khatian No. 33/1, corresponding to L.R Khatian No. 410 & 412, Situated within Mouza – Dabgram, L.R Sheet No. 2, J. L. No. 2, under ward No. 42 under S.M.C Area, Pargana-Baikunthapur, Police Station-Bhaktinagar, Dist. Jalpaiguri. Situated at Sevoke Road.

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The said plot of land is butted and bounded as follows :-

On the North : Land of Mohini Roy & Others;
On the South : Sold land of Mohan Lal Mitruka;
On the East : Sevoke Road;
On the West : Sold land of Mohan Lal Mitruka

SCHEDULE - 'B'
(DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL That One Unit being a **SHOP BEING:-**

COMMERCIAL SHOP NO.
SHOP MEASURING RERA CARPET AREA SQUARE FEET
SUPER BUILT-UP AREA SQUARE FEET
SHOP SITUATED IN FLOOR FLOOR
BUILDING COMPLEX NAMED	"GOLDEN SQUARE"

TOGETHER with the undivided proportionate share in the land on which the building stands more particularly described in the **SCHEDULE-"A"** given herein above.

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.

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2. All expenses for running and operating all machineries, lifts, fire fighting equipments, other equipments and installations and licenses, renewal of licenses, generator, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.
3. The periodical maintenance of the all common machinery, equipments and installations including water pumps, lifts, firefighting equipments and the renewal of their licence/s, etc.
4. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
5. Cost of insurance premium for insuring the building and/or the common portions.
6. All charges and deposits for supplies of common utilities to the co-owners in common.
7. Cost of working and maintenance of sewage treatment plant and community center.
8. Cost of working and maintenance of gardens and internal roads.
9. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
10. Cost of working and maintenance of Firefighting system and other utilities.
11. Municipal tax, water tax, and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the Purchaser/s.

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12. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.

13. Proportionate costs and installation charges, maintenance and running expenses of the common generator for lighting the common portions.

14. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.

15. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

16. All other expenses and/or outgoings as are incurred for the common purposes.

SCHEDULE "D"
COMMON FACILITIES

- 1] Road and pathways to be used as entrance to and exit from the building to Siliguri Municipal Corporation.
- 2] Stair case and stair case landing on all floors.
- 3] Top roof of the building;
- 4] Drainage, Septic Tank and Soak Well;
- 5] Well and Water Reservoir;
- 6] Boundary wall and main gate.
- 7] The Land left vacant by the boundary Walls;
- 8] Common Lighting system for the building;
- 9] Generally all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use

THAT the photographs and the fingerprints of the Authorised Signatory of the Vendor and that of the Purchaser/s are duly affixed upon sheets forming PART of these presents.

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SCHEDULE "E"
(SPECIFICATION OF MATERIALS)

- 1] Wall: 5" Brick wall plastered and lime punning with a coat of primer.
- 2] Frame (Chokhat) : Wooden make frame (main door of 6" X 2.5" and other doors of 4" X 2.5").
- 3] Doors: Main other doors of flush doors.
- 4] Windows: Sliding Aluminium Windows With clear glass & M.S. Grill Protection.
- 5] Sanitary Ware: Hindware or Parryware or Somany (all white colour) or equivalent and CP fittings of Marc or Hindware or Parryware or Jaguar or equivalent.
- 6] Flooring: Bathrooms & Kitchen marbled floor and all other areas Vitrified tiles flooring.
- 7] Electricals: All wiring of copper (ISI) wires with Modular switches.
- 8] Wall Tiles: In bathrooms upto Chokhat height and in Kitchen upto 2.5 feet height above working table, Slab of Granite Top with stainless steel sink.
- 9] Toilet: i) Pan (all western)
 ii) Running water supply facility (tap shower)
- 10] Painting: Paints on timber and steel surface.

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IN WITNESSES WHEREOF the Vendor and the Land owner herein in good health and sound conscious mind have set and subscribed their respective seal and signatures on these presents on the day, month and year first above written.

WITNESSES:-

The contents of this document have been gone through and understood personally by all the Parties herein.

1.

PURCHASER

VENDOR

2.

LAND OWNERS

Drafted as per instructions of all the Parties,
readover and explained and printed in my
office:-

SNEHA GOYAL
Advocate, Siliguri.
Enrolment.No. D/2456/12