

SHYAM DEVELOPERS
Sanjiv Agarwal
PARTNER

DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF
_____, 2023.

SHYAM DEVELOPERS
Srijita Agarwal
PARTNER

All that _____ (Flat/Office/Unit/Shop) having Carpe Area of _____ area measuring _____ Sq. ft. & Super Built-up Area _____ Sq. ft. at _____ Floor of the building together with the right to park one car in the Parking Space (Covered/open) (if any) measuring _____ .00 Sq. ft. at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX : SHYAM PLAZA

RERA REGISTRATION NO. :

PLOT NO. : 8486 (R.S.)
: 4967/5168 (L.R.)

KHATIAN NO. : 2395 (R.S.)
13518, 13519, 13517, 13286 & 13285(L.R.)

MOUZA : SILIGURI MADHYA

J.L. NO. : 88

P.S. : SILIGURI

DISTRICT : DARJEELING

SILIGURI MUNICIPAL
CORPORATION

CONSIDERATION : Rs. _____ .00

BETWEEN

[If the Purchaser is a Company]

M/S _____, [PAN : _____], a Private Limited Company, registered under the Indian Companies Act, (1956 or 2013 as the case may be), bearing Certificate of Incorporation No. _____, Dated _____, having its registered office at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, represented by its **DIRECTOR/AUTHORISED SIGNATORY** - _____ [PAN : _____] & [AADHAAR - _____] duly authorized vide board resolution dated _____, son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____.

[If the Purchaser is a Partnership]

_____, [PAN _____], a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ and represented by one of its **AUTHORISED PARTNER** - _____, [PAN : _____] & [AADHAAR : _____] authorised vide _____, son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____.

[If the Purchaser is Individual]

SRI/SMT _____ [PAN : _____] & [AADHAAR : _____], son of / wife of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____.

SHYAM DEVELOPERS
Sanjib Agarwala
PARTNER

[If the Purchaser is a HUF]

_____, [PAN : _____] a Hindu Undivided Family (HUF), having its place of business at _____, P. O. _____, P. S. _____, Pin - _____, Dist. _____, in the State of _____, India and represented by its **KARTA - MR** _____, [PAN : _____] & **[AADHAAR : _____]**, son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, India

- hereinafter called as the "**PURCHASER / ALLOTTEE**" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees) of the "**FIRST PART**".

AND

1. SRI JAGADISH PRASAD AGARWALA(MITRUKA)(P. A. No. AFJPA9199Q) (Aadhaar No. 5204 7953 9419) S/O Late Dal Chand Agarwala (Mitruka), **2. SMT. INDRA DEVI MITRUKA**(P. A. No. ACDPA6515H) (Aadhaar No. 3805 9798 4785)W/O Sri Jagadish Prasad Agarwala, **3. SMT. ANITA AGARWAL**(P. A. No. ACBPA5588J) (Aadhaar No. 6459 0331 6542) W/O Sri Binod Kumar Agarwal, **4. SMT. BABITA AGARWALA**(P. A. No. AFJPA2293R) (Aadhaar No. 7241 2935 4867) W/O Sri Ashok Agarwala & **5. SRI JITENDRA AGARWAL**(P. A. No. ACCPA3050A) (Aadhaar No. 4261 1063 3768) S/O Late Mohan Lal Agarwal, all are Hindu by Religion, Citizen by Indian, Business by Occupation, No. 1 & 2 are residing at M. G. Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S. Siliguri, Dist. Darjeeling, Pin-734005, No. 3 residing at 4C, Maple View, Shiv Mandir Road, Siliguri, P.O-Siliguri, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734001, No. 4 residing at Shyam Vatika, 3rd Mile, Sevoke Road, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734001, in the state of West Bengal, & No.5 residing at 8A, Ridhi Sidhi Height, Bishnu Rabha Path, Guwahati, P.O-Beltola Kamrup, P.S-Kamrup, Dist. Guwahati, Pin-781028, in the state of Assam, hereinafter called the "**VENDORS/OWNERS**" (Which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assignees) of the "**SECOND PART**".

AND

"SHYAM DEVELOPERS", (P. A. No. AELFS4284H), a partnership firm, having its Office at 3rd Floor, Ashmi Kunj(B), Jatin Das Sarani, Ashrampara, Near Jewel Athletic Club, Siliguri, P.O & P.S-Siliguri, Dist. Darjeeling, Pin-734001, in the State of West Bengal, represented by one of its partner **SRI SANJIB AGARWALA**(P. A. No. ACRPA9644F) (Aadhaar No. 2729 6345 5868) S/O Late Amilal Agarwala, Hindu by Religion, Business by Occupation, Nationality by Indian, resident of M. R. Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, authorized vide _____, hereinafter referred to as the **"DEVELOPER / PROMOTER / CONFIRMING PARTY"** hereinafter called (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the **"THIRD PART"**.

l).

WHEREAS the Vendor No. 1 is the absolute owner of all that piece or parcel of land measuring **3(Three) Kathas**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, Situated within Mouza-SILIGURI, J. L. No. 110(88), Pargana-Baikunthapur, within S. M. C Ward No. 10, Police Station-Siliguri, Dist. Darjeeling, by virtue of Deed of Gift, recorded in Book No. I, Being Document No. 5185, for the year 1999, registered at Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling executed by **Smt. Indra Devi Agarwala(Mitruka)** W/O Sri Sohan Lal Agarwala(Mitruka) of Khalpara, Siliguri and shall ever since then the Vendor No. 1 has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule **"A"** herein below.

AND WHEREAS the Vendor No. 1 is also the absolute owner of all that piece or parcel of land measuring **3(Three) Kathas**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, Situated within Mouza-SILIGURI, J. L. No. 110(88), Pargana-Baikunthapur, within S. M. C Ward No. 10, Police Station-Siliguri, Dist. Darjeeling, by virtue of Deed of Exchange, recorded in Book No. I, Being Document No. 5191, for the year 1999, registered at Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling executed by & between the Vendor No. 1 & Smt. Droupadi Devi Agarwala of Khalpara, Siliguri and shall ever since then the Vendor No. 1 has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule **"A"** herein below.

SHYAM DEVELOPERS
Sanjiv Agarwala
 PARTNER

AND WHEREAS the Vendor No. 2 is the absolute owner of all that piece or parcel of land measuring **2(Two) Kathas 8(Eight) Chhataks**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, Situated within Mouza-SILIGURI, J. L. No. 110(88), Pargana-Baikunthapur, within S. M. C Ward No. 10, Police Station-Siliguri, Dist. Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Being Document No. 4015, for the year 1991, registered at Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling executed by **Sri Hari Krishna Budhia** S/O Late Radha Krishna Budhia of Church Road, Siliguri and shall ever since then the Vendor No. 2 has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule "A" herein below.

AND WHEREAS the Vendor No. 3 is the absolute owner of all that piece or parcel of land measuring **2(Two) Kathas**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, Situated within Mouza-SILIGURI, J. L. No. 110(88), Pargana-Baikunthapur, within S. M. C Ward No. 10, Police Station-Siliguri, Dist. Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Being Document No. 4019, for the year 1991, registered at Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling executed by **Sri Hari Krishna Budhia** S/O Late Radha Krishna Budhia of Church Road, Siliguri and shall ever since then the Vendor No. 3 has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule "A" herein below.

AND WHEREAS the Vendor No. 4 is the absolute owner of all that piece or parcel of land measuring **2(Two) Kathas**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, Situated within Mouza-SILIGURI, J. L. No. 110(88), Pargana-Baikunthapur, within S. M. C Ward No. 10, Police Station-Siliguri, Dist. Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Being Document No. 4018, for the year 1991, registered at Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling executed by **Sri Hari Krishna Budhia** S/O Late Radha Krishna Budhia of Church Road, Siliguri and shall ever since then the Vendor No. 4 has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule "A" herein below.

AND WHEREAS one Mohan Lal Agarwala S/O Late Bal Chand Agarwala was absolute owner in possession of all that piece and parcel of land measuring **3.4(Three Point Four) Decimals**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, J. L. No. 110(88), Pargana-Baikunthapur, Addl. Dist-Sub-Registry Office, Siliguri, Dist-Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 77, Pages 128 to 136, Being Document No. 4022, for the year 1991, registered at Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling executed by **Sri Hari Krishna Budhia** S/O Late Radha Krishna Budhia, Khalpara, Siliguri of Church Road, Siliguri, and shall ever since then said Mohan Lal Agarwal has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule "A" herein below.

SHYAM DEVELOPERS
Sushila Agarwal
PARTNER

AND WHEREAS the above said Mohan Lal Agarwal died on 17-04-1995 and his wife Smt Sushila Devi Agarwal also died on 07-01-2019 intestate leaving behind him two Legal Heirs namely 1. Sri Jitendra Agarwal (Son, Owner No. 5 hereof) & 2. Smt. Seema Agarwal (Daughter), as his only Legal Heirs and after the death of the said Mohan Lal Agarwal the aforesaid Land has been Developed upon the said Successors/Legal heirs, by virtue of **law of inheritance** after the death of his father namely Mohan Lal Agarwal and each having equal undivided share on it [i.e., **1.7(One Point Seven) Decimals** or equal to **1.03(One Point Zero Three) Kathas each**].

AND WHEREAS the as per aforesaid law of inheritance Owner No. 5 is the absolute owner in possession of all that piece and parcel of land measuring **1.7(One Point Seven) Decimals** or equal to **1.03(One Point Zero Three) Kathas**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, J. L. No. 110(88), Pargana-Baikunthapur, Addl. Dist-Sub-Registry Office, Siliguri, Dist-Darjeeling, and shall ever since then the Vendor No. 5 has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule "A" herein below.

AND WHEREAS the Vendor No. 5 is the absolute owner in possession of all that piece and parcel of land measuring **1.7(One Point Seven) Decimals** or equal to **1.03(One Point Zero Three) Kathas**, appertaining to R. S. Plot No. 8486, recorded in R. S. Khatian No. 2395, J. L. No. 110(88), Pargana-Baikunthapur, Addl. Dist-Sub-Registry Office, Siliguri, Dist-Darjeeling, by Virtue of Deed of Gift, recorded in Book No. 1, Volume No. 0402-2019, pages from 108377 to 108398, being Document No. 040202326, for the year 2019, registered at A. D. S. R. Siliguri, executed by **Smt. Seema Agarwal** W/O Sri Arun Agarwal of Agrasen Road, Khalpara, Siliguri and shall ever since then the Vendor No. 5 have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule "A" herein below.

AND WHEREAS the aforesaid Six separate Deeds and as per legal heirs, Owners/Vendors became the owner of total land measuring **14.56 Kathas** (3Kathas + 3 Kathas +2.5 Kathas +2Kathas +2 Kathas+ 1.03 Kathas +1.03 Kathas) and shall ever since then the Owners have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS subsequently the vendors also recorded the aforesaid land in their names in the record of rights at the Office of B.L. & L.R.O. Siliguri, Dist. Darjeeling & shall ever since Five L.R. Khatian, being Khatian No's. 13518, 13519, 13517, 13286 & 13285 was framed in the name of Owners, as per provision of W.B.L.R. Act.

SHYAM DEVELOPERS

Sangita Agarwal
PARTNER

AND WHEREAS there after the Vendors amalgamated their land into a single land & desirous of constructing a Ground Floor Plus Three Storied Residential cum Commercial Building on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a Residential cum Commercial Apartment. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e., Siliguri Municipal Corporation vide approved Building Permit Number SWS-OBPAS/0104/2023/0787, dated 25-02-2023.

AND WHEREAS the Vendors due to scarcity of fund & lack of knowledge of constructions works the Vendors/owners approached to "**SHYAM DEVELOPERS**" (Developer) to enter into an agreement i.e. Development Agreement for the developing their land by constructing of Ground Floor Plus Three Storied Residential cum Commercial Building on the said amalgamated plot of land and said Development Agreement executed on 16/09/2021 by both the parties vide a Registered Deed of Development Agreement, being Document No. 040202424 for the year 2021, registered at A.D.S.R., Siliguri and as well as the Vendors/Vendors also executed a General Power of Attorney vide General Power of Attorney No I 040202425 of 2021 in favour of Developer for the construction of the said building & sale the unit of the Developer Allocation along with the unit of Vendors in the said building as mentioned in Development.

AND WHEREAS to distinguish the proposed Residential cum Commercial Building and with a view to assign an identity to the building, the Vendors/Confirming Party decided to name the building as "**SHYAM PLAZA**".

AND WHEREAS the Vendors/Confirming Party have decided the said building into several independent apartment/s along with common area and facilities.

AND WHEREAS the Vendors / Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own Flat/ Office room / units / premises / parking 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 or premises proportionate to the total constructed area on the said land.

AND WHEREAS the Vendors / Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Flat/Office/Shop having Carpet Area of ____ Sq. ft. & Super Built-up Area ____ Sq. ft. at _____ Floor together with the right to park one car in the Parking Space (if any) measuring ____ Sq. ft. at _____ Floor of the building complex, more particularly described in the Schedule-B given herein under, for a valuable consideration of Rs. _____ .00 (Rupees _____) only excluding GST.

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 the Vendors / Confirming 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 and considering the price so offered by the Vendors / Confirming Party as fair, reasonable and highest has/have agreed to purchase from the Vendors / Confirming Party the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts 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 of Rs. _____ .00 (Rupees _____) only excluding GST.

AND WHEREAS the Vendors and the Confirming Party have agreed to execute this Deed of 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 at a consideration of Rs. _____ .00 (Rupees _____) only excluding GST under the conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs. _____ .00 (Rupees _____) only excluding GST. paid by the Purchaser/s to the Vendors/Confirming Party, by Cheque/RTGS/NEFT, the receipt of which is acknowledged by the Vendors / Confirming Party by execution of these presents and the Vendors / Confirming Party do hereby grant full discharge to the Purchaser/s from the payment thereof and the Vendors / Confirming Party do 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 and charges subject to the payment of proportionate rent, etc. to the Government of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinunder) 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 / have satisfied himself/ herself/ themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors / Confirming Party 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 & UTILITIES.

3. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors / Confirming Party or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors / Confirming Party with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant/s with the Vendors / Confirming Party not to dismantle, divide or partition the Schedule-B property 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 and only one independent unit exclusively for Flat/ Office and parking purposes.

5. That the Vendors / Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors / Confirming Party has 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 encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors / Confirming Party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.

6. That the Vendors / Confirming Party hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors / Confirming Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors / Confirming Party proposes to transfer subsists and the Vendors / Confirming Party have 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 Schedule-B property without any obstruction or hindrance whatsoever.

7. That the Purchaser/s shall permit entry at all reasonable times to the Vendors / Confirming Party and/or their agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

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 Vendors / Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., Siliguri 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 Vendors / Confirming Party shall have no responsibility or any liability in this respect.

9. That the Vendors / Confirming 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 to the Purchaser/s of the property hereby conveyed at the cost of the Purchaser/s.

10. 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 municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. 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/occupants of the said building.

12. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

13. That the Vendors / Confirming Party will pay upto date taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

14. That the Vendors / Confirming Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property from the date of registration except for unsold portion of the building which shall be borne by the Vendors / Confirming Party proportionately with all the Purchaser/s unless separately levied upon and charged for.

15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendors / Confirming Party on collection of maintenance from Flat/ Office / unit / premises owners and thereafter the owners and occupants of different Flat/ Office / units / premises shall form and constitute an Apartment Owners' Association by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership of Flat/ Office / unit / premises and as soon as the owners and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors / Confirming Party in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners' Association.

16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, choukidar, etc. as will be determined by the Vendor / Confirming Party from time to time till the time an executive body or any other authority of the building or Apartment Owners' Association is formed to take care of the common maintenance of the building.

That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

17. That in case the Purchaser/s make/s default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given hereunder) within time allowed by the Vendors / Confirming Party or the Apartment Owners' Association, the Purchaser/s shall be liable to pay interest at the rate of 2% 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 the Vendors / Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendors / Confirming Party or the Association in consequence thereof.

18. 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 or lease-out the Schedule-B property to whomsoever he/she/they intend to.

That the Purchaser shall prior to the transfer of the Schedule-B property shall obtain clearance certificate with respect to the COMMON EXPENSES from the Vendors / Confirming Party or the Apartment Owners' Association.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors / Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors / Confirming 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 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.

20. That the Purchaser/s further covenant/s with the Vendors / Confirming Party 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 and the Vendors / Confirming Party shall not be held responsible in any manner whatsoever.

21. That it is hereby specifically declared that 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 unit of the building save the battery-operated inverter.

22. That the Purchaser/s shall:

a) Co-operate with the Vendors / Confirming Party in the management and maintenance of the common portions of the building.

b) Pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendors / Confirming Party saved harmless and indemnified in respect thereof.

c) Not alter any outer portion, elevation of the building.

d) Not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building or the common portions.

e) Not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendors / Confirming Party save at the place as be indicated thereof.

f) Not claim any right whatsoever or howsoever over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser/s.

g) That the Purchaser/s shall display the sign board in the conspicuous place above the shutter of his premises.

h) Not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the said units of the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendors / Confirming Party.

i) Not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.

23. That the Vendors / Confirming Party shall have all the right, title and interest over the top roof of the building and shall also be entitled to install any sort of tower, etc. on the same.

24. That the Purchaser/s shall not be entitled to park any vehicle in the parking area of the other occupants/owners, common area, open space and passage within the building.

25. 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 Vendors / Confirming Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court at Siliguri.

SHYAM DEVELOPERS
Sanjiv Agarwal
PARTNER

SCHEDULE-A
(DESCRIPTION OF THE LAND)

All that piece or parcel of land measuring about **14.56(Fourteen Point Five Six) Kathas**, appertaining to R. S. Plot No. **8486** corresponding to L. R. Plot No. **4967/5168**, recorded in R. S. Khatian No. **2395** corresponding to L. R. Khatian Nos. **13518, 13519, 13517, 13286 & 13285**, Situated within Mouza-SILIGURI, Now Mouza-SILIGURI MADHYA, J. L. No. **110(88)**, Now J. L. No. **88**, Pargana-Baikunthapur, being Holding Nos. **643/4/78/62, 643/8/78/62, 643/6/78/62, 643/10/78/62 & 643/3/78/62**, Located at "**JANTA NAGAR, NEAR VETERINARY HOSPITAL, NABIN SEN ROAD**", within Siliguri Municipal Corporation in Ward No. "**X**", Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling.

The said land is butted and bounded as follows: -

By the North - 20 Ft. wide Metal Road

By the South- Land of Debidutt Agarwal & Others

By the East- Land of Khokan Garage

By the West- Land of Kushum Choudhury & Kishan Lal Agarwala

SCHEDULE-B
(DESCRIPTION OF UNIT HEREBY SOLD)

ALL THAT One _____(Flat/office), having tiles flooring and lift facilities, bearing Carpet Area more or less about _____ Sq. Ft. and Total Super Built up Area _____ Sq. Ft. or equal to _____ square meter, being Unit No. "_____" at _____ Floor of the building together with the right to park one car in the Parking Space (if any) measuring _____ Sq. Ft. at _____ Floor of the building complex of the Residential Cum Commercial building named "**SHYAM PLAZA**" constructed on the land as described in Schedule- "A" herein above together with undivided and impartible proportionate share in the land.

SCHEDULE-C
(COMMON PROVISIONS AND UTILITIES)

1. Stair case, lift and stair case landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. Generator Set, Security Guard Room and Common Toilet.
5. Drainage and sewerage.
6. Boundary wall and main gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE-D
(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 all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.
3. 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.

SHYAM DEVELOPERS

Sanjiv Agarwal

PARTNER

4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal Tax, Water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/s).
7. Costs of formation and operation of the service organization including the Flat/ Office expenses incurred for maintaining the Flat/ Office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump, etc. and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendors/ Confirming Party and/or the service organization for the common purposes.

IN WITNESSES WHEREOF THE VENDORS AND THE AUTHORISED REPRESENTATIVE / PARTNER OF CONFIRMING PARTY IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1.

The contents of this Document have been gone through and understood personally the by the Purchaser/s, Vendors and the Confirming Party.

VENDORS

SHYAM DEVELOPERS

Sanjit Agwala

PARTNER

CONFIRMING PARTY

2.

Drafted as per the instruction of the parties and printed in the Office.

Read over and explained the contents to the parties by me.

(MANOJ KUMAR KEDIA)
Advocate, Siliguri.
Regn No. WB/94/1997