

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE
DAY OF MAY 2024**

One complete premise measuring aboutsq. ft. carpet area (..... Sq.ft including super built up area) at Floor, being No.of a Multi storied Residential cum Commercial building and the said project shall be known as “**REVANTA 82**” with an impartible right on the land on which the same stands.

Plot No.	53 (R.S); 49,52.53,60,38/81 & 54(L.R)
Khatian No.	682(R.S); 134, 135, 143, 146, 148 & 82(L.R)
Mouza	Dabgram
Sheet No.	4(R.S); 26(L.R)
Pargana	Baikunthapur
J.L. No.	2
SMC Ward No.	41
Police Station	Bhaktinagar
District	Jalpaiguri
Consideration	Rs...../-

B E T W E E N

..... Hindu by Religion, Business by Occupation, Indian by Citizenship, resident of Sevoke Road, P.O & P.S Siliguri, Dist- Darjeeling, Pin-734001, hereinafter called the “**PURCHASERS**” (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

AND

1) PIXEL GOODS & SUPPLY PRIVATE LIMITED, (PAN: AAEC9844J) A Private Limited Company having its office at The Planet, 3rd Floor, Sevoke Road, Shop No.T38 & T39, Siliguri, West Bengal, represented by its Director **MR. SHIVAM GOYAL S/O SRI SUSHIL KUMAR GOYAL (PAN: BXEPG0251K , AADHAR NO: 242026474768)**, Hindu By faith, Indian by Citizenship, Business by occupation, resident of Green Building, Indira Bye Pass, Gangtok, Sikkim, Pincode 737101,

2)AVIANA PROJECTS PRIVATE LIMITED,(PAN: AAGCA0565P), A Private Limited Company having its office at Sunshine Residency, Baikunthopally, Jyoti Nagar, P.O Salugara, P.S Bhaktinagar, Dist- Jalpaiguri, represented by its Director **MR. AVINASH AGARWAL S/O SRI NARESH AGARWAL,(PAN: AHUPA8408M, AADHAR NO: 504992088104)** Hindu By faith, Indian by Citizenship, Business by occupation, resident of Shanti Kunj, Munsa Singh Compound, 2.5 Mile, Sevoke Road, P.O Siliguri, P.S Bhaktinagar, Dist-Jalpaiguri, Pincode 734001,

3) MR. SANDIP AGARWAL S/O KISHAN AGARWAL, (PAN: ACCPA4570F, AADHAR NO: 811306385773) , Hindu By faith, Indian by Citizenship, Business by occupation, resident of House No.28, KC Dey Road, Siliguri, Pincode 734001,

3) SRI ANIL KUMAR SINGHAL S/O LATE NIRANJAN LAL SINGHAL, (PAN: AMPPS1800H, AADHAR NO: 874571354002), Hindu By faith, Indian by Citizenship, Business by occupation, resident of Diamond Tower, North City Sevoke Road, Siliguri,Pin-734001, hereinafter called the **“LANDOWNERS”** (which expression shall mean and include

unless excluded by or repugnant to the context their partners, successors, representative, administrators, executors and assigns) of the **SECOND PART.**

AND

M/S ICONIC VINAYAK (PAN: AAJFI4813N), A Partnership Firm, having its office at T38 & T39, 3rd Floor, The planet opp. North City, Beside Yellow Chilli, Sevoke Road, Siliguri-734001, in the State of West Bengal, represented by its Partner 1.**SRI ANIL KUMAR SINGHAL S/O LATE NIRANJAN LAL SINGHAL**,(PAN: AMPPS1800H1) 2. **SRI SANDIP KUMAR AGARWAL S/O SRI KISHAN AGARWAL**, (PAN: ACCPA4570F), 3. **SRI AVINASH AGARWAL S/O SRI NARESH AGARWAL**, (PAN: AHUPA8408M), 4. **SRI SHIVAM GOYAL S/O SRI SUSHIL KUMAR GOYAL**, (PAN: BXEPG0251K), All Hindu by Religion, Business by Occupation, Indian by Citizenship, No.1 resident of Diamond Tower, North City Sevoke Road, Siliguri, Pin-734001, No.2 resident of Ward No.10, House No. 28, K.C Dey Road, Siliguri, Dist-Darjeeling, Pin-734001, no. 3 resident of Shanti Kunj, Munsa Singh Compound, 2.5 Mile, Sevoke Road, P.O Siliguri, P.S Bhaktinagar, Dist-Jalpaiguri, Pincode 734001 and No.4 resident of Green Building Indira Bye Pass Road, Sichey, Gangtok, East Sikkim, Pin-737101, hereinafter called the **"DEVELOPER/VENDOR"**, (which expression shall mean and include unless excluded by or repugnant to the context their partners, successors, representative, administrators, executors and assigns) of the **THIRD PART.**

WHEREAS the Land Owner No.1, Pixel Goods & Supply Private Limited, purchased land measuring **7.5 Kathas** from Sarathi Realtors Private Limited represented by its Director, Sri Ajay Agarwal S/o Sri Pawan Kumar Agarwal, by virtue of **Deed of Conveyance No. I-7196 dated 23.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.21, Page from 814 to 827 for the year 2011.

AND WHEREAS the Land Owner No.1, Pixel Goods & Supply Private Limited, purchased land measuring **7.5 Kathas** from Sarathi Realtors Private Limited represented by its Director, Sri Ajay Agarwal S/o Sri Pawan Kumar Agarwal, by virtue of **Deed of Conveyance No. I-7192 dated 23.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.21, Page from 749 to 762 for the year 2011.

AND WHEREAS the Land Owner No.1, Pixel Goods & Supply Private Limited, purchased land measuring **2 Kathas** from Sarathi Realtors Private Limited represented by its Director, Sri Ajay Agarwal S/o Sri Pawan Kumar Agarwal, by virtue of **Deed of Conveyance No. I-7191 dated 23.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.21, Page from 735 to 748 for the year 2011.

AND WHEREAS the Land Owner No.1, Pixel Goods & Supply Private Limited, purchased land measuring **7.5 Kathas** from Sarathi Realtors Private Limited represented by its Director, Sri Ajay Agarwal S/o Sri Pawan Kumar Agarwal, by virtue of **Deed of Conveyance No. I-7190**

dated 23.11.2011, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.21, Page from 588 to 601 for the year 2011.

AND WHEREAS the Land Owner No. 1, Pixel Goods & Supply Private Limited, purchased land measuring **12.2 Decimal** from Sarathi Realtors Private Limited represented by its Director, Sri Ajay Agarwal S/o Sri Pawan Kumar Agarwal, by virtue of **Deed of Conveyance No. I-7188 dated 23.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.21, Page from 561 to 574 for the year 2011.

AND WHEREAS the Land Owner No. 1, Pixel Goods & Supply Private Limited, purchased land measuring **01 Decimal** from Sarathi Realtors Private Limited represented by its Director, Sri Ajay Agarwal S/o Sri Pawan Kumar Agarwal, by virtue of **Deed of Conveyance No. I-7186 dated 23.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.21, Page from 526 to 539 for the year 2011.

AND WHEREAS the Land Owner No. 1, Pixel Goods & Supply Private Limited, purchased land measuring **7.5 Kathas** from Sarathi Realtors Private Limited represented by its Director, Sri Ajay Agarwal S/o Sri Pawan Kumar Agarwal, by virtue of **Deed of Conveyance No. I-7185 dated 23.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.21, Page from 512 to 525 for the year 2011.

AND WHEREAS the Land Owner No. 1, Pixel Goods & Supply Private Limited, purchased land measuring **4.91944 Kathas** from Smt. Sushila Devi Somani W/o Late Girdhar Gopal Somani, , by virtue of **Deed of Conveyance No. I-7120 dated 21.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.20, Page from 5611 to 5622 for the year 2011.

AND WHEREAS the Land Owner No. 1, Pixel Goods & Supply Private Limited, purchased land measuring **2 Kathas** from Smt. Sushila Devi Somani W/o Late Girdhar Gopal Somani, , by virtue of **Deed of Conveyance No. I-7121 dated 21.11.2011**, registered at Addl. Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.20, Page from 5711 to 5722 for the year 2011.

AND WHEREAS the Land Owner No. 2, Aviana Projects Private Limited, purchased land measuring **7 Kathas** from Smt. Kavita Behani W/o Sri Prabhakar Bihani, , by virtue of **Deed of Conveyance No. I-917 dated 31.03.2021**, registered at Dist Sub-Registrar, Jalpaiguri, Dist-Jalpaiguri, recorded in Book I, Vol No.0702, Page from 20680 to 20706 for the year 2021.

AND WHEREAS the Land Owner No. 2, Aviana Projects Private Limited, purchased land measuring **7 Kathas 2 Chhataks 30 Sq.ft** from Smt. Kavita Behani W/o Sri Prabhakar Bihani, , by virtue of **Deed of Conveyance No. I-2802 dated 24.03.2021**, registered at Addl Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 77878 to 77901 for the year 2021.

AND WHEREAS the Land Owner No. 2, Aviana Projects Private Limited, purchased land measuring **1 Kathas 14 Chhatak 8 Sq.ft** from Sri Babu Singh Roy, Sri Baishakhu Roy, Smt. Sushila Roy all S/O D/O of Late Seltu Roy, by virtue of **Deed of Conveyance No. I-3997 dated 18.04.2022**, registered at Addl.Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 110653 to 110677 for the year 2022.

AND WHEREAS the Land Owner No. 2, Aviana Projects Private Limited, purchased land measuring **5 Kathas** from Sri Gopal Kumar Goyal S/o Late Deep Chandji Goyal , by virtue of **Deed of Conveyance No. I-5653 dated 16.08.2021**, registered at Addl Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 151098 to 151121 for the year 2021.

AND WHEREAS the Land Owner No. 2, Aviana Projects Private Limited, purchased land measuring **5 Kathas 1 Chhatak** from Sri Gopal Kumar Goyal S/o Late Deep Chandji Goyal , by virtue of **Deed of Conveyance No. I-5652 dated 16.08.2021**, registered at Addl Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 151122 to 151145 for the year 2021.

AND WHEREAS the Land Owner No.3, Sri Sandip Agarwal, purchased land measuring **1 Kathas 7 Chhataks 25 Sq.ft** from Smt. Rita Agarwal W/o Sri Sunil Kumar Agarwal, , by virtue of **Deed of Conveyance No. I-477 dated 24.01.2011**, registered at Addl Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.3, Page from 2377 to 2392 for the year 2011.

AND WHEREAS the Land Owner No.3, Sri Sandip Agarwal, purchased land measuring **6 Kathas 14 Chhataks** from Smt. Santra Devi Sonar W/o Giridhari Lal Sonar, , by virtue of **Deed of Conveyance No. I-475 dated 24.01.2011**, registered at Addl Dist Sub-Registrar, Rajganj, Dist-Jalpaiguri, recorded in Book I, CD Vol No.3, Page from 2346 to 2361 for the year 2011.

AND WHEREAS the Land Owner No. 4, Anil Kumar Singhal, purchased land measuring **20 Katha** from Pixel Goods & Supply Private Limited represented by its Director, Smt. Leena Mittal w/o Sri Jitendra Mittal, by virtue of **Deed of Conveyance No. I-537 dated 24.01.2023**, registered at Addl. Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 17265 to 17289 for the year 2023.

AND WHEREAS the Land Owner No. 4, Anil Kumar Singhal, purchased land measuring **3 Katha 7 Chhatak 16 Sq.ft**, from Pixel Goods & Supply Private Limited represented by its Director, Smt. Leena Mittal w/o Sri Jitendra Mittal, by virtue of **Deed of Conveyance No. I-652 dated 24.01.2023**, registered at Addl. Dist Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, recorded in Book I, Vol No.0711, Page from 19215 to 19232 for the year 2023.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance, the Land Owner 1, Pixel Goods & Supply Private Limited thus is the owner of total land measuring 23 Katha 7 Chhatak 16 Sq.ft (as 50 % of its undivided land was sold to Anil Kumar Singhal), the Land Owner 2, Aviana Projects Private Limited is the owner of total land measuring 26

Katha 1 Chhatak 38 Sq.ft, the Land Owner 3, Sri Sandip Agarwal is the owner of total land measuring 8 Katha 5 Chhatak 25 Sq.ft and Land owner No.4, to Anil Kumar Singhal is the owner of total land measuring 23 Katha 7 Chhatak 16 Sq.ft.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance the Land Owners hereof became the absolute owner of **total land measuring 81 Katha 6 Chhatak 5 Sq.ft or 1.3429 Acre**, appertaining to and forming part of R.S. Plot No. 53, corresponding to L.R Plot No. 49,52.53,60,38/81 & 54, recorded in R.S. Khatian No.682, corresponding to L.R Khatian No. 134, 135, 143, 146, 148 & 82, under Mouza Dabgram, R.S Sheet No.4 , L.R Sheet No. 26, J.L No.2, Ward No.41, P.S Bhaktinagar, Dist-Jalpaiguri and the aforesaid land is fully described in Schedule 'A' below.

AND WHEREAS The Land owners mutated their name in record of right in the office of the BL& LRO, Rajganj, Dist.Jalpaiguri for land measuring **81 Katha 2 Chhatak 6 Sq.ft or 1.3387 Acre** and obtained a separate L.R Khatian No. 134, 135, 143, 146, 148 & 82, L.R Plot No. 40, 49,52.53,60,38/81 & 54, under Mouza Dabgram, L.R Sheet No.26, P.S Bhaktinagar, Dist-Jalpaiguri.

AND WHEREAS in order to have optimum use of their aforesaid land the Land Owners decided to develop the said land by constructing a Multi storied Residential cum Commercial building and thus entered into a **development agreement** with the Developer namely "**M/S ICONIC VINAYAK**", 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 48065 to 48098 being document No. **I- 2308 dated 05.04.2024** and also executed a **Development Power of Attorney** in favour of **M/S ICONIC VINAYAK** being No. **I-2382 dated 08.04.2024** which was duly registered in the office of Addl. Dist-Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri

AND WHEREAS The Developer/ Landowners for construction of multi storied building on the said land prepared a Building Plan and got the same approved from Siliguri Municipal Corporation Vide **Plan No. SWS-OBPAS/0104/2023/3324 dated 22/03/2024.**

AND WHEREAS according to the Building plan the Vendor constructed the said multi storied building Residential cum Commercial building named as “ **REVANTA 82**” consisting of several Flats, shop, parking space, servant quarter etc on the said land.

AND WHEREAS the Vendor formulated a scheme to enable a person/party intending to have own unit or premises in the said Building along with undivided proportionate share or interest in the land on which the said building stands.

AND WHEREAS the Vendors/Developer have decided to sell and offered for sale **Onepremise** measuring **....sq. ft.** Carpet area (**.....Sq.ft** including super build up area) at **..... Floor** of the building known as " **REVANTA 82**" together with proportionate undivided

interest appurtenant to the said premise in the common areas and facilities of the building and said piece of land, more particularly described in the Schedule-'B' below at or for a consideration of **Rs.**) only.

AND WHEREAS the Purchasers being in need of a ownership accommodation for use in the locality where the said building is constructed and considering the price so offered by the Vendor/Developer as fair and reasonable, has agreed to purchase the said property as described fully in the Schedule-'B' below for a consideration of **Rs./- (Rupees)** only.

AND WHEREAS the **vendor** /developer agreed to execute the deed of conveyance of the said space, in favour of the Purchasers for effectually conveying the right, title and interest in the said space for a consideration of **Rs./- (Rupees)** only on conditions mentioned herein under.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1] That in consideration of a sum of **Rs...../- (Rupees)**only paid by cheque the **Purchasers to the Vendor/Developer**, the receipt of which the Vendor/Developer does hereby acknowledge and grants full discharge to the Purchasers from the payment thereof and the Vendors/Developer do hereby convey and transfer absolutely the said premises measuring sq. ft. Carpet area (..... Sq.ft including super build up area) at Floor, as fully described in the **Schedule -"B"** appended herein under, to the Purchasers who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2] That the Purchasers has/have examined and inspected the documents of title of the Vendors, 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 & AREAS** and the **COMMON PROVISIONS & UTILITIES AND** has also seen and inspected the construction work of the Building and have satisfied herself/himself/themselves about the standard of construction thereof including that of the said premise, purchased by the Purchasers and shall have no claim whatsoever upon the Vendors/Developer 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 Purchasers shall have all rights, title and interest in the property sold and conveyed to her/him/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors/Developer with respect to the **Schedule - "B"** property shall henceforth vest in the Purchasers to whom the said property have been conveyed absolutely.

4] That the Vendors/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer 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 encumbrances whatsoever and that the recitals make hereinabove and hereinafter are all true and in the event of any contrary, the Vendors/Developer shall be

liable to make good the loss or injury which the Purchasers may suffer or sustain in resulting there from.

5] That the Vendors/Developer further covenant with the Purchasers that if for any defect of title or for any act done or suffered to be done by the Vendors, the Purchasers is/are deprived of ownership or of possession of the said property described in the **Schedule-B** below or any part thereof in future, then the Vendors/Developer shall forthwith return to the Purchasers the full or proportionate part or the consideration money as the case may be together with interest @ 12% p.a. from the date of such deprivation of ownership or of possession and the Vendors/Developer shall further pay adequate compensation to the Purchasers for any other loss or injury which the Purchasers may suffer or sustain in consequence thereof.

6] That the Vendors/Developer do hereby covenant with the Purchasers that the tenancy rights under which the **Schedule-"A"** property is held by the Vendors under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer proposes to transfer subsists and the Vendors /Developer have full right and authority to transfer the shop, as fully described in the **SCHEDULE - "B"** given below to the Purchasers in the manner as aforesaid and the **PURCHASERS** shall hereinafter peacefully and quietly possess and enjoy the aforesaid property without any obstruction and/or hindrance whatsoever.

7] That the Purchasers 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/Developer from selling, transferring, assigning or disposing of unsold portion or rights title and interest therein or appurtenant thereto.

8] That the Purchasers will obtain her/his/their own independent electric connection from the W.B.S.E.D.C.L, Siliguri for her/his/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchasers, the Vendors/Developer shall have no responsibility or any liability in this respect.

9] That the Vendors/ Developer 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 Purchasers to the property hereby conveyed at the cost of the Purchasers.

10] That the Purchasers shall have right to get her/his/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 them from time to time though the same has not yet been assessed.

11] That the Purchasers 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.

12] That the Purchasers 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/owners of the said building.

13] That the Purchasers shall have proportionate right, title and interest in the **schedule-'A'** land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

14] That the Vendors will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **Schedule-"B"** property.

15] That the Vendors/Developer 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 Vendors proportionately with all the Purchasers unless separately levied upon and charged for.

16] That the upkeep and maintenance of the **COMMON PORTION & AREAS** as well as the **COMMON PROVISIONS & UTILITIES** shall be looked after by the Vendors till the commercial space in the **BUILDING** are sold and thereafter the **OWNERS** or **OCCUPANTS** of different parts of the building shall form and constitute an Association by framing a proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force for the time and as soon as the **OWNERS** or **OCCUPANTS** form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors in respect of the maintenance and upkeep of the **COMMON PORTIONS & AREAS** and 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 Owner's Association.

17] That the Purchasers 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, choukidar, etc. as will be determined by the Vendors 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.

18] That in case the Purchasers make default in payment of the proportionate share towards the **COMMON EXPENSES** (described in the **Schedule - "C"** given herein under) within time allowed by the Vendors or the Owners' Association the Purchasers 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 Vendors or the Association acting at the relevant time for any loss or damage suffered by the Vendors or the Association in consequence thereof.

19] That the Purchasers shall not claim any right in the roof and the roof right shall remain with the Vendor/Developer. The Vendor/ Developer shall be absolute owner of the roof and shall sale, lease, sub-lease, rent, construct and/or deal with the roof in any way they like and the Purchasers shall raise no objection in this respect or claim any right, interest, hindrance, objection in the same.

20] That the Purchasers shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purpose/s and in the event of any encroachment, the Vendors 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 Purchasers 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.

21] That the Purchasers further covenant with the Vendors/Developer 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 Purchasers shall be fully responsible for it, the Vendors shall not be held responsible in any manner whatsoever.

22] That it is hereby specifically declared that use of personal generator (heavy and/or causing vibration) of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the area of the building save the battery operated inverter.

23] That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchasers and the Vendors 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.

SCHEDULE - 'A'

DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS

All that piece or parcel of homestead land measuring about **81 Katha 2 Chhatak 6 Sq.ft or 1.3387 Acre**, appertaining to and forming part of R.S. Plot No. 53, corresponding to L.R Plot No. 49,52.53,60,38/81 & 54, recorded in R.S. Khatian No.682, corresponding to L.R Khatian No. 134, 135, 143, 146, 148 & 82, under Mouza Dabgram, R.S Sheet No.4 , L.R Sheet No. 26, J.L No.2, Ward No.41, P.S Bhaktinagar, Dist-Jalpaiguri. Situated at Zilla Parishad Road.

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

NORTH : Shree Krishan Heights Apartment,
Upasana Apartment & 17'0" wide Road.;

SOUTH : 100 Pearl Apartments;

EAST : Sold Land of Arjun Paul

WEST : 42 ft., Zilla Parishad Road

SCHEDULE - 'B'

DESCRIPTION OF THE.....

All that one Premises measuring Carpet Area (..... sq.ft including Super build up area) at the Floor, being No. along with.... number of parking space measuring.....Sq.ft at ground floor being Parking No.....of the multi-storied Residential Cum Commercial building known as "**REVANTA 82**" situated at Zilla Parishad Road and undivided proportionate share of interest in the Schedule-A land on which the said building stands, inclusive of the right of undivided proportionate interest in the common area and facilities of the building.

SCHEDULE – ‘C’
(COMMON EXPENSES)

- 1] All expenses for maintenance, operating, replacing, repairing, renovation, 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, elevator, equipments and installations, comprised in the common portions including water pumps, 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 purpose such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
- 4] Cost of insurance premium for insuring the building and/or the common portions.
- 5] All charges and deposits for supplies of common utilities to the co-owners in common.
- 6] 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 Purchasers).

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

8] Electricity charges for the electrical energy consumed for the operation of the equipment etc. for the common services and lighting the common portions including system loss, if any installed, for providing electricity to each unit.

9] All expenses incurred for the common purpose and relating to common use and enjoyment of common portions.

10] All other expenses and/or outgoings as are incurred by the Vendors and/or the service organisation for the common purposes.

SCHEDULE – ‘D’
(COMMON PROVISIONS AND UTILITIES)

- 1] Stair case and stair case landing on all floors.
- 2] Common entry on the ground floor
- 3] Water pump, water tank, water pipes and common plumbing installation.
- 4] Drainage and sewerage.
- 5] Boundary wall and main gate.
- 6] Lift will be provided in the said building by the Vendors for common use and enjoyment by all the co-owners.
- 7] Such other common parts, common and vacant 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.

IN WITNESSES WHEREOF the Vendors/developer/ in good health and conscious mind have put their signatures on these presents on the day month and year first above written.

WITNESSES :

1.

SIGNATURE OF VENDORS

SIGNATURE OF DEVELOPER

Drafted, read over, explained
by me and typed in my office

SNEHA GOYAL
Advocate
Enrolment No. D/2456/12

MEMO OF CONSIDERATION

Received with thanks from **Purchasers** a sum of **Rs./- (Rupees**) only paid by Cheque as full and final payment in respect of sale of the One premise, **as** described in above mention schedule –B.

SIGNATURE OF DEVELOPER/VENDOR