

[1]

[2]

One Residential Flat measuring..... sq.ft (Rera Carpet Area), (Super-built up area) in the Floor together with parking right to park one car at Ground Floor of a Residential Cum Commercial building named "**PLATINA**", with a proportionate undivided share in the land on which the same stands.

R.S Plot Nos. : 421

R.S Khatian No. : 314/5

Mouza : Dabgram

R.S Sheet No. : 8

J. L. No. : 2

P.S. : Bhaktinagar

Pargana : Baikunthapur

District : Jalpaiguri

Consideration : Rs./-

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____ 2023

B E T W E E N

[3]

1. son ofNaresh Kumar,
2., son of Naresh Kumar Bansal, both are Hindu by Religion,
Indians by Nationality, by Occupation, Residing at
..... P.O. and P.S.
....., District: --- hereinafter jointly and collectively called the
“**PURCHASERS/FIRST PARTY**” (which expression shall mean and include unless excluded
by or repugnant to the context his/her/Their heirs, executors, successors, administrators,
representatives and assigns) of the “**FIRST PART**”. (PAN:) (PAN:
.....)

AND

1.SMT. SEEMA AGARWAL alias SIMA AGARWAL, (PAN- ADCPA3757H), wife of Sri
Surendra Kumar Agarwal, Indian by Nationality, Hindu by Religion, Business by Occupation,
Resident of Shyama Prasad Mukherjee Road, P.O. & P.S. Siliguri, District: Darjeeling, West
Bengal,

2. A. SRI RAVINDAR AGARWAL, (PAN- ACBPA5797P), son of Late Paliram Agarwal;
B.SRI SURENDRA KUMAR AGARWAL, (PAN-ACBPA5765F), son of Late Paliram
Agarwal both are Indian by Nationality, Hindu by Religion, Business by Occupation, Residents of
Siliguri, P.O & P.S Siliguri District Darjeeling, West Bengal

3. SMT. BIMLA DEVI AGARWAL, wife of Late Shankar Lal Agarwal, Indian by Nationality,
Hindu by Religion, Housewife by occupation, Residing at F-103, Club Town, Sevoke Road,
Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, Pin-734001, in the State of
West Bengal (**PAN- ACRPA8826D**)

4. SRI JITEN AGARWAL, son of Late Shankar Lal Agarwal, Indian by Nationality, Hindu by
Religion, Business by Occupation, Residing at F-103, Club Town, Sevoke Road, Siliguri, P.O.-

[4]

Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, Pin-734001, in the State of West Bengal **(PAN- AGUPA9152F)**.

5. SRI UMESH KUMAR KEDIA, son of Late Satyanarayan Agarwal alias Satyanarayan Kedia, Indian by Nationality, Hindu by Religion, Business by occupation, residing at 209, Bagmari Road, Kolkata, P.O. and P.S.- Maniktala, District- Kolkata, Pin-700054, in the State of West Bengal **(PAN-AFKPK0684B)**

6. SRI KRISHAN KUMAR AGARWAL, son of Late Satyanarayan Agarwal alias Satyanarayan Kedia, Indian by Nationality, Hindu by Religion, Business by Occupation, Residing at S.P. Mukherjee Road (bye-lane), Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, Pin-734005, in the State of West Bengal **(PAN-ACLPA2473Q)** and

7. SRI TANUJ AGARWAL, son of Late Prakash Kumar Agarwal, Indian by Nationality, Hindu by Religion, Business by Occupation, Residing at Siddhi Vatika, Burdwan Road, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, Pin-734005, in the State of West Bengal **(PAN-AHYPA7454R)**, hereinafter called the "**VENDORS/SECOND PARTY**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include heirs, executors and and his/her/their assigns) and the abovenamed Vendors No. 3,4,5,6 and 7 are represented by their Constituted Attorney **SRI KISHAN AGARWAL**, son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Rajani Bagan, Hill Cart Road, P.O. & P.S. Siliguri in the District of Darjeeling, Partner of **RADIANT DEVELOPERS**, a Partnership Firm, by virtue of a Registered Development Power of Attorney, being Document No. I- 3417 for the Year 2021 and the same was registered in the office of the ADSR Bhaktinagar, District Jalpaiguri.

AND

RADIANT DEVELOPERS (PAN : AAZFR1408A), a Partnership Firm, having its Registered Office at Kapil Centre, 1st Floor, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal, represented by one of its Partner, **SRI KISHAN AGARWAL**, son of Sri Suresh Kumar Agarwal, Indian by Nationality, Hindu by Religion, Business by Occupation, Resident of Rajani Bagan, Hill Cart Road, P.O. & P.S. Siliguri in the District of Darjeeling - hereinafter referred to as the "**DEVELOPER/ THIRD PART**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns).

WHEREAS-

- I) A. The abovenamed **Smt Seema Agarwal alias Sima Agarwal**, wife of Sri Surendra Kumar Agarwal, had purchased land measuring 14 Kathas from Sri Narsing Das Agarwal, by virtue of a Registered Deed of Conveyance, dated 31.12.1986, being Document No. I- 6798 and the same was registered in the office of the District Sub - Registrar Jalpaiguri, in the District of Jalpaiguri.
- B. WHEREAS one Late Paliram Agarwala, son of late Mayachand Agarwal had during his lifetime purchased land measuring 1 Bigha and 5 Kathas or 25 Kathas from Sri Lal Chand Gupta, by virtue of a Registered Deed of Conveyance, dated 07.11.1960, being Document No. I-5617 and the same was registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

C. WHEREAS the above named Paliram Agarwala died, leaving behind his wife namely Smt. Darshana Devi, two sons namely Ravindar Agarwal, Surendra Kumar Agarwal and one daughter namely Seema Garg as his only legal heirs, and they jointly inherited the above land of Late Paliram Agarwala.

D. WHEREAS the abovenamed Smt Darshana Devi and Seema Garg, transferred their 2/4th undivided share in the land measuring 25 Kathas in favour of Ravindar Agarwal and Surendra Kumar Agarwal vide Registered Gift Deed No. I - 4678 for the year 2019 and the same was registered in the office of the ADSR Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manners aforesaid the abovenamed **VENDORS: 1. SMT. SEEMA AGARWAL alias SIMA AGARWAL, 2(A) SRI RAVINDAR AGARWAL 2(B) SRI SURENDRA KUMAR AGARWAL** became the owner of land measuring 39 Kathas, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land forms part of the land more fully described in Schedule-A below.

II) A. WHEREAS Ratib Necha Bibi alias Bibi Ratiba Khatun, wife of Ismail Haque alias Md. Ismail Huq Choudhury, was the recorded owner of all that piece or parcel of land measuring 0.49 Acres, forming part of R.S. Plot No.421, recorded in Sabek Khatian No.669 ,Hal Khatian No.314, Khanda R.S. Khatian No.314/5, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, Sabek Sheet No.7 R.S. Sheet No.8, P.S. - Bhaktinagar, District - Jalpaiguri.

B. AND WHEREAS abovenamed Ratib Necha Bibi alias Bibi Ratiba Khatun, wife of Ismail Haque alias Md. Ismail Huq Choudhury, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.42 Acres out of the aforesaid land, unto and in favour of Sri Satyanarayan Agarwal, son of Lachmandas Agarwala, by virtue

[7]

of Sale Deed, executed on 18-07-1959 presented for registration on 21-07-1959, being Document No.3909 for the year 1959, entered in Book - I, Volume No.42, Pages 259 to 263, registered in the Office of the District Sub-Registrar, Jalpaiguri.

C. AND WHEREAS by virtue of the aforesaid Sale Deed, abovenamed Sri Satyanarayan Agarwal, became the sole, absolute and exclusive owner of the aforesaid land measuring 0.42 Acres and the said land was recorded in his name in the record of rights, with respect to area of 0.39 Acres, in L.R. Khatian No.39, comprising of L.R. Plot No.126, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, L.R. Sheet No.13, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

D. AND WHEREAS abovenamed Satyanarayan Agarwal, died intestate leaving behind his sons - Sri Shankar Lal Agarwal, Sri Binod Kumar Agarwal, Sri Umesh Kumar Kedia, Sri Krishan Kumar Agarwal, Roshan Lal Kedia, Prakash Kumar Agarwal, Daughters - Smt. Pushpa Devi Agarwal alias Pushpa Agarwal, wife of Sri Kailash Chand Agarwal, Smt. Kanta Devi Minda wife of Sri Naresh Kumar Minda and Smt. Gayatri Devi Agarwal, wife of Sri Nand Lal Agarwal, as his only legal heirs to inherit the aforesaid land measuring 0.39 Acres.

III. A. AND WHEREAS by way of inheritance abovenamed Sri Shankar Lal Agarwal, Sri Binod Kumar Agarwal, Sri Umesh Kumar Kedia, Sri Krishan Kumar Agarwal, Roshan Lal Kedia, Prakash Kumar Agarwal, Smt. Pushpa Devi Agarwal alias Pushpa Agarwal, Smt. Kanta Devi Minda and Smt. Gayatri Devi Agarwal, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.39 Acres (each having 1/9th share in it), having permanent, heritable and transferable right, title and interest therein.

B. AND WHEREAS abovenamed Roshan Lal Kedia, died intestate leaving behind his wife - Smt. Sumitra Devi Kedia, son-Sri Yograj Kedia, as his only legal heirs to inherit his 1/9th share in the aforesaid land measuring 0.39 Acres.

AND WHEREAS by way of inheritance abovenamed Smt. Sumitra Devi Kedia and Sri Yograj Kedia, became the sole, absolute and exclusive owners of all that 1/9th share in the aforesaid land measuring 0.39 Acres, having permanent, heritable and transferable right, title and interest therein.

C. AND WHEREAS abovenamed Prakash Kumar Agarwal, died intestate leaving behind his wife - Smt. Premlata Devi Agarwal, sons – Sri Sumit Agarwal and Sri Tanuj Agarwal, daughters-Smt. Pramila Agarwal wife of Sri Rajesh Agarwal and Smt. Kiran Goyal wife of Sri Praveen Goyal, as his only legal heirs to inherit his 1/9th share in the aforesaid land measuring 0.39 Acres.

AND WHEREAS by way of inheritance abovenamed Smt. Premlata Devi Agarwal, Sri Sumit Agarwal, Sri Tanuj Agarwal, Smt. Pramila Agarwal and Smt. Kiran Goyal, became the sole, absolute and exclusive owners of all that undivided 1/9th share in the aforesaid land measuring 0.39 Acres each having 1/45th share in it], having permanent, heritable and transferable right, title and interest therein.

III. A. AND WHEREAS abovenamed Sri Binod Kumar Agarwal, Smt. Pushpa Devi Agarwal alias Pushpa Agarwal, Smt. Kanta Devi Minda and Smt. Gayatri Devi Agarwal, out of natural love and affection, thereafter had transferred and made over physical possession of their 4/9th (Four-Ninth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of their natural brothers - Sri Shankar Lal Agarwal, Sri Umesh Kumar Kedia and Sri Krishan Kumar Agarwal, all sons of Late Satyanarayan Agarwal, by virtue of Gift Deed, Dated 04-09-2019, being Document No.5866 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 152136 to 152173, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

B. AND WHEREAS abovenamed Smt. Sumitra Devi Kedia and Sri Yograj Kedia, out of natural love and affection, thereafter had transferred and made over physical possession of their 1/9th

(One-Ninth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of Sri Tanuj Agarwal, son of Late Prakash Kumar Agarwal, by virtue of Gift Deed, Dated 04-09-2019, being Document No.5866 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 152136 to 152173, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

C. AND WHEREAS abovenamed Smt. Premlata Devi Agarwal, Sri Sumit Agarwal, Smt. Pramila Agarwal and Smt. Kiran Goyal, out of natural love and affection, thereafter had transferred and made over physical possession of their 4/45th (Four-Forty Fifth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of Sri Tanuj Agarwal, son of Late Prakash Kumar Agarwal, by virtue of Gift Deed, Dated 17.09.2019, being Document No. 6190 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 161144 to 161169, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

IV. A. AND WHEREAS by way of inheritance and by virtue of the aforesaid Gift Deed, being Document No.5866 for the year 2019, abovenamed SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA and SRI KRISHAN KUMAR AGARWAL , became the sole, absolute and exclusive owners of all that 7/9th share in the aforesaid land measuring 0.39 Acres (i.e. 0.30333 Acres), having permanent, heritable and transferable right, title and interest therein.

B. AND WHEREAS abovenamed SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA and SRI KRISHAN KUMAR AGARWAL , out of natural love and affection, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.01083 Acres out of their 7/9th share in the aforesaid land measuring 0.39 Acres (i.e. 0.30333 Acres), unto and in favour of SRI TANUJ AGARWAL, by virtue of Gift Deed, Dated 17.09.2019, being Document No. 6710 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 169405 to 169429, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

C. AND WHEREAS abovenamed SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA and SRI KRISHAN KUMAR AGARWAL , are now the sole, absolute and exclusive

owners of all that 3/4th share in the aforesaid land measuring 0.39 Acres (i.e. 0.2925 Acres), having permanent, heritable and transferable right, title and interest therein.

D. AND WHEREAS by way of inheritance and by virtue of three separate Gift Deeds, being Document Nos.5866, 6190 and 6710 for the year 2019, abovenamed SRI TANUJ AGARWAL became the sole, absolute and exclusive owner of all that 1/4th share in the aforesaid land measuring 0.39 Acres (i.e. 0.0975 Acres) , having permanent, heritable and transferable right, title and interest therein.

E. AND WHEREAS abovenamed Sri Shankar Lal Agarwal died intestate leaving behind his wife – Smt. Bimla Devi Agarwal and son – Sri Jiten Agarwal and his daughter Smt Rinku Goyal, wife of Sri Ashish Goyal, as his only legal heirs to inherit his 1/4th share in the aforesaid land measuring 0.39 Acres.

F. AND WHEREAS abovenamed SMT RINKU GOYAL, out of natural love and affection, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.0325 Acres being her 1/12th share in the land measuring 0.39 Acres in favour of Smt. Bimla Devi Agarwal, and Sri Jiten Agarwal by virtue of Gift Deed, Dated 05.12.2019 being Document No. 7680 for the year 2019, entered in Book - I, Volume No 0711-2019, Pages from 195572 to 195602, registered in the Office of the Additional District Sub-Registrar Bhaktinagar.

AND WHEREAS in the manners aforesaid the abovenamed **VENDOR NOS. 3 to 7, (3) SMT. BIMLA DEVI AGARWAL, (4) SRI JITEN AGARWAL, (5) SRI UMESH KUMAR KEDIA, (6) SRI KRISHAN KUMAR AGARWAL and (7) SRI TANUJ AGARWAL** became the owner of land measuring 0.39 Acres, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land forms part of the land more fully described in Schedule-A below.

AND WHEREAS the abovenamed Vendors No. 1, 2 (A) and 2 (B) thereafter interested in constructing a Residential cum Commercial building on the land fully described in Schedule 'A'

decided to amalgamate their respective plots of land into a single plot and entered into a Registered Development Agreement dated 31.12.2020, with “**RADIANT DEVELOPERS**”, a Partnership Firm, to construct a Residential cum Commercial building on the Schedule ‘A’ land being Document No. I- 636 for the year 2021 and the same was registered in the Office of the Additional District Sub Registrar Bhaktinagar,, District Jalpaiguri.

AND WHEREAS the abovenamed Vendors No. 3,4,5,6 and 7, thereafter interested in constructing a Residential cum Commercial building on the land fully described in Schedule ‘A’ entered into a Registered Development Agreement dated 23.04.2021 with “**RADIANT DEVELOPERS**”, a Partnership Firm, to construct a Residential cum Commercial building on the Schedule ‘A’ land being Document No I- 3414, for the year 2021 and the same was registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS the building plan prepared for which was approved by the appropriate authority, Plan No. 0109146207900024, Dated 07.07.2020.

AND WHEREAS the Vendors/Developer has divided the said building into several independent units/premises/parking space along with the common facilities.

AND WHEREAS the Vendors/Developer have formulated a scheme to enable a person/party intending to have own unit or premises in the said building alongwith 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/ Developer in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendor/ Developer have now firmly and finally decided to sell and have offered for sale, to the purchaser/s a flat measuring about..... sq.ft. (Rera Carpet Area),

..... sq.ft. (the measurement of which includes super built up area) in the First Floor and One Parking space in the Ground Floor of the building for a total consideration of Rs./- (Rupees Only) and the said Flat and Parking space fully described in the Schedule 'B' below.

AND WHEREAS the Purchaser/s being in need of a Flat and Parking space in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendor 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/ Developer as fair, reasonable and highest have agreed to purchase from the Vendor/ Developer, the said Flat and Parking Space more particularly described in the schedule - B given hereinunder free from all encumbrances, charges, liens, lispences, 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 total consideration of Rs./- (Rupees Only) .

AND WHEREAS the Vendors/ Developer have now agreed to execute the 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 for a consideration Rs./- (Rupees Only)

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs./- (Rupees Only) paid by the Purchaser/s to the Developer, the receipt of which the Vendors and Developer does hereby acknowledge and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer do hereby convey and transfer absolutely the said 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 rent, taxes etc.

2. That the Purchaser/s 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 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 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 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 Purchaser/s shall have all rights, title and interest in the property sold and conveyed to them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or any body claiming through or under them and all the rights, title and interest which vested in the Vendor 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 with the Vendors/Developer 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 .

5. That the Vendors/Developer declare/s that the interest which they profess 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 persons and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrance whatsoever and that the recitals made 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 Purchaser/s may suffer or sustain in resulting therefrom.

6. That the Vendors/Developer further covenant with the Purchaser/s that if for any defect of title, the purchaser/s 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 purchaser/s the full or proportionate part of the consideration money as the case may be together with interest @12% p.s. from the date of such deprivation or ownership or of possession.

7. That the Vendors/Developer does hereby covenant with the Purchaser/s 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 Vendor proposes to transfer subsists and the Vendors 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 said Schedule-B property without any obstruction or hindrance whatsoever.

8. 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/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

9. That the Purchaser/s will obtain his own independent electric connection from the W.B.S.E.B. Siliguri or shall pay the appropriate charges to the Builders. In case the developer has applied for a transformer for the complex, the charges shall be same as per the rules of W.B.S.E.D.C.L. 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 shall have no responsibility or any liability in this respect.

10. 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 Purchaser/s for the property hereby conveyed at the cost of the Purchaser/s.

11. That the Purchaser/s shall permit entry at all reasonable times to the Vendors and/or its agents, employees representatives, architect, engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors as well as legal adviser for one or more of the purposes of inspecting, examining, checking, testing, constructing, developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing, any thing whatsoever in relating, or development protection and/or safety of the Building including the common portions & areas and the common provisions & utilities or any part or parts thereof.

12. That the Purchaser/s shall have the right to get his 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

[16]

and get it numbered as a separate holding and shall pay municipal taxes as may be levied upon his/her/their from time to time though the same has not yet been assessed.

13. 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.

14. 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.

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

16. 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.

17. 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 Purchaser/s unless separately levied upon and charged for.

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, sweepers, choukidar, security, garden maintenance, common electric bill etc. as will be determined by the Vendors/Developer 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.

[17]

19. 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 Vendors/Developer or the Apartment owners Association the Purchaser/s shall/will 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/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities.

20. That the Purchaser/s 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 purposes and in the event of encroachments, the Vendors/Developer 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.

21. That the Purchaser/s 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 Purchaser/s shall be fully responsible for it, the Vendors/Developer shall not be held responsible in any manner whatsoever.

22. That the purchaser/s shall not be entitled to park any vehicle in others parking area, common area and passage within the complex.

23. That the Purchaser/s shall have no objection if the other owners/occupants of the flat/Shop in another block in the said complex uses the parking facility in the block in which the Purchaser/s of these presents has/have purchased the Schedule-B property, provided the said facility has been allotted/sold by the Vendors/Developer .

24. That the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the Purchaser/s and the Vendors 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 they shall have the right to move to court at Jalpaiguri.

SCHEDULE-A

(DESCRIPTION OF THE ENTIRE LAND ON WHICH THE BUILDING STANDS)

All that piece or parcel of land measuring 39 Kathas and 0.39 Acres situated at **Upper Bhanunagar** within Mouza Dabgram, recorded in R.S. Khatian No. 314/5, appertaining to R.S. Plot No. 421, RS Sheet No. 08, Pargana: Baikunthapur J.L. No. 02, P.S. Bhaktinagar, District: Jalpaiguri. The said land is situated within the limits of Ward No. 43 of Siliguri Municipal Corporation.

The Said Total Land is Bound and Butted as follows:-

By the North : Land of Labh Singh

By the South : Land of Satyanarayan Agarwal and Ramawtar Agarwal

By the East : Gitanjali Complex and others

By the West : 30ft SMC Road

SCHEDULE –B

All that Residential Flat, being **Flat No.**, measuring Sq.ft.(Rera Carpet Area) Sq.ft (Super Built-up Area) at Floor in **Block –** together with One Parking Space measuring 135 sq.ft. in the Ground Floor of the building named "**PLATINA**", together with undivided proportionate right in the Schedule-A land on which the said building stands, forming part of R.S. Plot No. 421, recorded in R.S. Khatian No. 314/5, RS Sheet No. 08, situated within Mouza Dabgram, J.L. No. 02, Pargana: Baikunthapur, P.S. Bhaktinagar, District: Jalpaiguri. The said land is situated at **Upper Bhanunagar** within the limits of Ward No. 43 of Siliguri Municipal Corporation.

SCHEDULE - `C'

(COMMON EXPENSES)

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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, lift, equipments and installations, comprised in the common portions including water pumps, generator 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.
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).
7. Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common 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 and/or the service organisation for the common purposes.

SCHEDULE – ‘D’

(COMMON PROVISIONS AND UTILITIES)

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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.

[21]

6. 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.

IN WITNESSES WHEREOF the Vendors and Developer in good health and conscious mind have put thier 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 the Purchaser/s and the Vendor.

1.

2.

V E N D O R S

DEVELOPER

Drafted, readover and explained
by me and printed in my office.

Manoj Agarwal
Advocate, Siliguri.
(Enrl No. F-505/434 of 1997)