

SHREE DWARIKA INFRA CON LLP
Prateek Agnani
Partner

DEED OF SALE

THIS INDENTURE IS MADE ON THIS

THE _____ DAY OF _____, 2024.

: 2 :

All that _____, being Unit No. _____, measuring _____ Carpet Area (i.e. Super Built-up Area _____ .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 : Dwarika R N Agarwala Signature Complex

RERA Registration No. :

R.S. Plot Nos. : 2143, 2160 and 2161

R.S. Khatian Nos. : 180/1, 1140/1 and 1141

Mouza : Siliguri

J.L. No. : 110(88) :

P.S. : Siliguri

Ward No. : 5 of S.M.C.

District : Darjeeling

Consideration : Rs. _____ .00

: 3 :

BETWEEN

_____, son of _____, Indian by Nationality, Hindu by faith, _____ by occupation, residing at _____, P.O. - _____, P.S. - _____, District - _____, PIN - _____, in the State of _____, hereinafter called the " **PURCHASER** " (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) of the " **FIRST PART** ".

AND

1. SMT. KAMALA DEVI AGARWALA, wife of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at 13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O., P.S. and District - Darjeeling, PIN - 734101, in the State of West Bengal,

2. SRI SANJAY AGARWAL, son of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, Business by occupation, residing at 13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O., P.S. and District - Darjeeling, PIN - 734101, in the State of West Bengal,

3. SMT. LAXMI DEVI TANTIA, wife of Arun Kumar Tantia and daughter of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at 4, Sarat Chatterjee Avenue, Sarat Bose Road, Kolkata, P.O. - Sarat Bose Road, P.S. - Shakespeare Sarani, District - Kolkata, PIN - 700029, in the State of West Bengal,

: 4 :

4. **SMT. ASHA MAHESH MOR**, wife of Mahesh Mor and daughter of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at Kshitij, Bunglow No.3, Omkar Gaurav Complex, Hazari Pahad, Seminary Hills, Nagpur, P.O. - Seminary Hills, P.S. - Gittikhudan, District - Nagpur, PIN - 440006, in the State of Maharashtra and

5. **SMT. UMA BAJORIA**, wife of Sharad Bajoria and daughter of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at 24/5, Alipore Road, Alipore H.O., Alipore, Kolkata, P.O. and P.S. - Alipore, District - South 24 Parganas, PIN - 700027, in the State of West Bengal,

hereinafter called the "**VENDORS**" (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

SHREE DWARIKA INFRA CON LLP, a Limited Liability Partnership concern, registered with Ministry of Corporate Affairs vide LLPIN AAR-4314, dated 26-12-2019, having its registered office at C/o Shree Dwarika Enclave LLP, opposite HDFC Bank, S.F. Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, represented by its **Partner - SRI PRATEEK AGARWAL**, son of Sri Deepak Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Mahabirsthan, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, hereinafter called the "**DEVELOPER / CONFIRMING PARTY**" (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**".

: 5 :

SHREE DWARIKA INFRA CON LLP
Prateek Agarwal
Partner

AND

SMT. KAMALA DEVI AGARWALA, SRI SANJAY AGARWAL, SMT. LAXMI DEVI TANTIA and SMT. UMA BAJORIA (The Vendor Nos.1, 2, 3 and 5 of these presents) are being represented by and through their Constituted Attorney - **SRI PRATEEK AGARWAL**, son of Sri Deepak Kumar Agarwal, by virtue of Development Power of Attorney, executed on 14-03-2024, being Document No.676 for the year 2024, entered in Book - I, Volume No. 0402-2024, Pages 17083 to 17113, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

AND

SMT. ASHA MAHESH MOR (The Vendor No.4 of these presents) is being represented by and through her Constituted Attorney - **SRI PRATEEK AGARWAL**, son of Sri Deepak Kumar Agarwal, by virtue of Power of Attorney, executed on 27-05-2024, being Document No.1167 for the year 2024, entered in Book - I, Volume No. 0402-2024, Pages 27320 to 27346, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

I. A) WHEREAS one Sri Ram Nath Agarwala, son of Hira Lal Agarwala, was the recorded owner of all that piece or parcel of land measuring 0.34 Acres, forming part of R.S. Plot No.2161, recorded in R.S. Khatian No.1141, situated within Mouza - Siliguri, Pargana - Baikunthapur, P.S.- Siliguri, District - Darjeeling, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Ram Nath Agarwala died intestate leaving behind his son - SRI BHAWANI PRASAD AGARWALA, as his only legal heir to inherit the aforesaid land measuring 0.34 Acres.

: 6 :

II. A) AND WHEREAS one Gita Debi Agarwala, wife of Sri Radhakrishna Agarwala, was the recorded owner of all that piece or parcel of land measuring 0.34 Acres, forming part of R.S. Plot No.2160, recorded in R.S. Khatian No.1140/1, situated within Mouza - Siliguri, Pargana - Baikunthapur, P.S.- Siliguri, District - Darjeeling, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Smt. Gita Debi Agarwala had thereafter transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 4 Kathas out of the aforesaid land, unto and in favour of Smt. Narayani Debi Agarwala, wife of Sri Ram Nath Agarwala, by virtue of Sale Deed, executed on 06-08-1964, being Document No.4143 for the year 1964, entered in Book-I, Volume No.45, Pages 63 to 66, registered in the Office of the Sub-Registrar, Siliguri.

C) AND WHEREAS by virtue of the aforesaid Sale Deed, being Document No. 4143 for the year 1964, abovenamed Narayani Debi Agarwala alias Narayani Debi, became the sole, absolute and exclusive owner of all that aforesaid land measuring 4 Kathas or 0.066 Acres, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS abovenamed Narayani Debi Agarwala alias Narayani Debi died intestate leaving behind her son - SRI BHAWANI PRASAD AGARWALA, as her only legal heir to inherit the aforesaid land measuring 4 Kathas or 0.066 Acres.

III. A) AND WHEREAS one Sri Shyam Sundar Agarwala, son of Sri Kajari Lal Agarwala, was the recorded owner of all that piece or parcel of land measuring 5.14 Acres, forming part of R.S. Plot No.2143, recorded in R.S. Khatian No.180/1, situated within Mouza - Siliguri, Pargana - Baikunthapur, P.S.- Siliguri, District - Darjeeling, having permanent, heritable and transferable right, title and interest therein.

:7:

B) AND WHEREAS abovenamed Sri Shyam Sundar Agarwala, son of Sri Kajari Lal Agarwala, had thereafter transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 9 Kathas, unto and in favour of Sri Ram Nath Agarwala, son of Late Hira Lal Agarwala, by virtue of perpetual Lease Deed, executed on 09-04-1959, being Document No.969 for the year 1959, entered in Book- I, Volume No.10, Pages - 208 to 210, registered in the Office of the Sub-Registrar, Siliguri.

C) AND WHEREAS abovenamed Sri Ram Nath Agarwala, thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 9 Kathas, unto and in favour of his wife - Smt. Narayani Debi, by virtue of Sale Deed, executed on 02-02-1960, being Document No.260 for the year 1960, entered in Book-I, Volume No.7, Pages 28 to 30, registered in the Office of the Sub-Registrar, Siliguri.

D) AND WHEREAS by virtue of the aforesaid Sale Deed, being Document No.260 for the year 1960, abovenamed Narayani Debi Agarwala alias Narayani Debi, became the sole, absolute and exclusive owner of all that aforesaid land measuring 9 Kathas or 0.1485 Acres, having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS abovenamed Narayani Debi Agarwala alias Narayani Debi died intestate leaving behind her son - SRI BHAWANI PRASAD AGARWALA, as her only legal heir to inherit the aforesaid land measuring 9 Kathas or 0.1485 Acres.

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F) AND WHEREAS Sri Deepak Kumar Agarwal, Smt. Deoki Debi Agarwal and Sri Mahesh Kumar Agarwal (who are the legal heirs of abovenamed Shyam Sunder Agarwala) had thereafter executed a Deed of Declaration on 25-11-2020, being Document No.1835 for the year 2020, entered in Book-I, Volume No.0402-2020, Pages 71451 to 71474, registered in the Office of the Additional District Sub-Registrar, Siliguri in favour of abovenamed SRI BHAWANI PRASAD AGARWALA thereby declaring and confirming that the aforesaid land measuring 9 Kathas or 0.1485 Acres as transferred by abovenamed Shyam Sunder Agarwala, son of Kajarilal Agarwala, forms part of R.S. Plot No.2143, recorded in R.S. Khatian No.180/1, situated within Mouza - Siliguri, Pargana - Baikunthapur, P.S. - Siliguri, District - Darjeeling.

IV. AND WHEREAS by way of inheritance and by virtue of aforesaid Deed of Declaration, being Document No.1835 for the year 2020, abovenamed SRI BHAWANI PRASAD AGARWALA became the sole, absolute and exclusive owner of all that aforesaid land measuring 0.5545 Acres but as per physical possession, abovenamed SRI BHAWANI PRASAD AGARWALA acquired the ownership of all that piece of land measuring 0.5374 Acres, having permanent, heritable and transferable right, title and interest therein.

V. A) AND WHEREAS abovenamed SRI BHAWANI PRASAD AGARWALA being desirous of constructing a building on all that aforesaid land measuring 0.5374 Acres, more particularly described in the Schedule-A given hereinbelow, and to put his scheme and contemplation into action had entered into a Development Agreement with **SHREE DWARIKA INFRA CON LLP** (hereinafter called the Developer / Confirming Party) to construct and develop the said building on the Schedule-A land and the said Development Agreement was executed on 22-12-2020, being Document No.2163 for the year 2020, entered in Book-I, Volume No. 0402-2020, Pages 97267 to 97307, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

: 9 :

B) AND WHEREAS as per the terms of the aforesaid Development Agreement, abovenamed SRI BHAWANI PRASAD AGARWALA had appointed **SRI PRATEEK AGARWAL**, son of Sri Deepak Kumar Agarwal and Partner of the Developer / Confirming Party, as his true and lawful attorney to act on his behalf, particularly with respect to carry out the terms of the abovementioned Development Agreement and to transfer the Developer's Allocation, by virtue of a General Power of Attorney (After Registered Development Agreement), executed on 23-12-2020, being Document No.2181 for the year 2020, entered in Book-I, Volume No.0402-2020, Pages 99054 to 99076, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

C) AND WHEREAS during the currency and operation of the aforesaid Development Agreement being Document No.2163 for the year 2020 and the aforesaid General Power of Attorney (After Registered Development Agreement) being Document No.2181 for the year 2020, abovenamed BHAWANI PRASAD AGARWALA died intestate leaving behind his wife - **SMT. KAMALA DEVI AGARWALA**, son - **SRI SANJAY AGARWAL** and daughters - **SMT. LAXMI DEVI TANTIA**, wife of Arun Kumar Tantia, **SMT. ASHA MAHESH MOR**, wife of Mahesh Mor and **SMT. UMA BAJORIA**, wife of Sharad Bajoria as his only legal heirs.

D) AND WHEREAS abovenamed the Developer / Confirming Party is constructing the said building complex on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Plan No.03, dated 02-01-2023, sanctioned on 04-05-2023 for a Revised Proposed Double Basement plus 5 Storied Commercial Building.

: 10 :

E) AND WHEREAS as per the terms of the aforesaid Development Agreement being Document No.2163 for the year 2020, the units and parking spaces of the Landlord's Allocation and the Developer's Allocation were specifically allotted between the Vendors of these presents (the legal heirs of LATE BHAWANI PRASAD AGARWALA) and the Developer / Confirming Party by virtue of a Supplementary Agreement executed on 07-02-2024.

F) AND WHEREAS to carry out the terms of the abovementioned Development Agreement being Document No.2163 for the year 2020, General Power of Attorney (after registered Development Agreement) being Document No.2181 for the year 2020 and Supplementary Agreement executed on 07-02-2024, the Vendors of these presents had nominated, constituted and appointed abovenamed **SRI PRATEEK AGARWAL**, son of Sri Deepak Kumar Agarwal and Partner of the Developer / Confirming Party as their true and lawful attorney, vide Development Power of Attorney, executed on 14-03-2024, being Document No.676 for the year 2024, entered in Book - I, Volume No. 0402-2024, Pages 17083 to 17113, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri and executed on 27-05-2024, being Document No.1167 for the year 2024, entered in Book - I, Volume No. 0402-2024, Pages 27320 to 27346, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

VI. AND WHEREAS the said building complex is divided into several independent shop rooms / office spaces / units / premises / parking spaces along with the common facilities.

VII. AND WHEREAS the Vendors / Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own shop room / office space / unit / premise / parking space in the said building complex alongwith the undivided proportionate share and interest in the land on which the said building complex 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.

: 11 :

VIII. AND WHEREAS the Confirming Party, out of its allocation, has now firmly and finally decided to sell and has offered for sale to the Purchaser/s all that _____, being Unit No. _____, measuring _____.00 Sq.ft. (Carpet Area) i.e. _____.00 Sq.ft. (Super Built-up Area) at _____ Floor of the building complex, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs. _____ .00 (Rupees _____) only.

IX. AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building complex is situated and after inspecting the documents of title of the Vendors 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 complex and considering the price so offered by the 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.

X. 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 for a valuable consideration of Rs. _____ .00 (Rupees _____) only under the conditions mentioned hereinunder.

: 12 :

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs. _____ .00 (Rupees _____) only, paid by the Purchaser/s to the Confirming Party, by Cheque/RTGS, 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 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 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 complex 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.

: 13 :

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/it 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.

5. That the Vendors/Confirming Party declare that the interest which they/it profess to transfer hereby subsists as on the date of these presents and that the Vendors/Confirming Party 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 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 therefrom.

6. That the Vendors/Confirming Party hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A land 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.

: 14 :

7. That the Purchaser/s shall permit entry at all reasonable times to the Vendors/Confirming Party and/or their/its 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 complex 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 undertake 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.

: 15 :

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 complex.

12. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building complex. 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 shop rooms / office spaces / units / premises / parking spaces owners and thereafter the owners and occupants of different shop rooms / office spaces / units / premises / parking spaces 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 shop rooms / office spaces / units / premises / parking spaces 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 Vendor/Confirming Party in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realisation 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 :

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 Vendors/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 hereinunder) within time allowed by the Vendor/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.

: 17 :

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 unauthorised 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 units of the building complex 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 complex.
- b) pay Goods and Service Tax (if applicable) and also comply with statutory laws, requisitions or notifications which will be applicable to the Schedule-B property 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 complex.

: 18 :

d) not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building complex 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 complex 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 complex or the said land not expressly sold and or granted to the Purchaser/s.

g) 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 complex 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.

h) 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 complex or other units.

23. That the Vendors/Confirming Party shall have all the right, title and interest over the top roof of the building complex 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 complex.

: 19 :

25. That in case of dispute with regards to the matters specifically stipulated or 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 complex, the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996.

SCHEDULE - A

All that piece or parcel of land measuring 0.5374 Acres, situated within Mouza - Siliguri, J.L. No.110 (88), Pargana - Baikunthapur, Burdwan Road, located in the zone between Jhankar More and Jalpai More, bearing Holding No.773/1/20/101/21/620/6/9/6/434 in Ward No.V of Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling.

R.S. Plot No.	R.S. Khatian No.	Area of Land
2143	180/1	0.1343 Acres
2160	1140/1	0.066 Acres
2161	1141	0.3371 Acres
TOTAL :		0.5374 Acres

The said land is bounded and butted as follows:-

- North : Land of R.S. Plot Nos. 2160 & 2143;
 South : Common Road;
 East : 100 Foot wide Burdwan Road;
 West : Land of R.S. Plot No. 2160 & drain.

: 20 :

SHREE DWARIKA INFRA CON LLP
Prateek Agarwal
Partner

SCHEDULE - B

All that _____, being Unit No. _____, measuring _____ Carpet Area (i.e. Super Built-up Area _____ .00 Sq.ft.) at _____ Floor of the building complex known as " Dwarika R N Agarwala Signature Complex " together with undivided proportionate right and share in the Schedule-A land, forming part of R.S. Plot Nos.2143, 2160 and 2161, recorded in R.S. Khatian Nos.180/1, 1140/1 and 1141, situated within Mouza - Siliguri, J.L. No.110(88), Pargana - Baikunthapur, Burdwan Road, located in the zone between Jhankar More and Jalpai More, bearing Holding No.773/1/20/101/21/620/6/9/6/434, in Ward No.V of Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling.

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.

: 21 :

SHREE DWARIKA INFRA CON LLP
Prateek Agrawal
Partner

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.

4. Cost of insurance premium for insuring the building and/or the common portions.

: 22 :

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 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 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 organisation for the common purposes.

: 23 :

IN WITNESSES WHEREOF THE CONSTITUTED ATTORNEY OF THE VENDORS AND THE PARTNER OF THE 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 by the Purchaser/s, the Vendors and the Confirming Party.

VENDORS

SHREE DWARIKA INFRA CON LLP

Prateek Agrawal

Partner

CONFIRMING PARTY

2.

Drafted as per the instruction of the parties and printed in the Office of Kamal Kumar Kedia & Associates, Siliguri.

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

Rahul Kedia
Advocate, Siliguri.
E.No.F/1379/1449/2017.