

[1]

MSN BUILDERS

PARTNER



DEED OF SALE

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

By and Between



[2]

One Residential Flat measuring _____ Sq.ft. (Rera Carpet Area) corresponding to _____ Sq.ft. (Super-built up area) in the _____ Floor in Block No. _____ ("Building") alongwith One Parking Space measuring _____ Sq.ft. in the Ground Floor of the building and the said project shall be known as "DWARIKA PERAL", with a proportionate undivided share in the land on which the same stands.

MOUZA : Siliguri

J.L. NO. : 110(88)

REAR REGISTRARTON NO. :

R.S. KHATIAN NO. : 870 and 5264/1

R.S. PLOT NO. : 9622 and 9620

P.S. : Siliguri

DISTRICT : Darjeeling

CONSIDERATION : Rs.

WITHIN WARD NO. 13 OF SILIGURI MUNICIPAL CORPORATION AREA

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

[3]

B E T W E E N

SRI _____, Son of Late _____, Hindu by Religion, Indian by Nationality, _____ by Occupation, Residing at _____, P.O. & P.S. _____ District - _____ --- hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the "**FIRST PART**". (PAN: _____).

AND

1. **MSN BUILDERS, (PAN:- AAZFM5463G)**, a Partnership Firm, having its office at Marvel Enterprise, S.F Road, Siliguri – 734005, P.O. Siliguri Bazar, P.S. Siliguri, District - Darjeeling in the State of West Bengal, Represented by one of its Partner, **SRI MRINAL AGARWAL, (Aadhar No. 7138 5840 4131)**, Son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Cigarette Company Compound, S.F. Road - 734005, P.O Siliguri Bazar, P.S. Siliguri, District- Darjeeling, in the State of West Bengal.
2. (a) **SRI ASHOK KUMAR KANORIA**, Son of Late Gajanand Kanoria, (PAN:- AFQPK9895Q), (Aadhar No. 3432 0742 5700),
(b) **SRI CHETAN KANORIA**, Son of Late Debendra Prasad Kanoria, (PAN:- BNAPK5387C), (Aadhar No. 3528 0422 3639), Hindu by Religion, Indian by Nationality, Business by Occupation, No. 2 (a and b) Resident of Pranami Mandir Road, P.O and P.S Siliguri, District – Darjeeling and
(c) **SMT SUMITRA KANORIA**, (PAN:- AFMPK2129M), (Aadhar No. 7731 1473 8959.), Wife of Late Jagdish Prasad Kanoria,
(d) **SRI AMIT KANORIA**, (PAN:- AFVPK9299P), (Aadhar No. 7874 8029 4515), Son of Late Jagdish Prasad Kanoria,
(e) **SRI NITIN KANORIA**, (PAN:- AFRPK1997E), (Aadhar No. 4299 4796 8781), Son of Late Jagdish Prasad Kanoria,

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(f) SRI SAURAV KANORIA, (PAN:- ALIPK2857Q), (Aadhar No. 4308 6303 0836), Son of Late Jagdish Prasad Kanoria Hindu by Religion, Indian by Nationality, Business by Occupation, No. 2 (c, d, e and f) Residents of 3UC, Mani Tower, 3rd Floor, 31/41 Binova Bhave Road, P.O Sahapur, P.S Behala, District - South 24 Parganas, in the State of West Bengal

3. (a) SRI OMPARKASH AGARWAL alias OMPROKASH AGARWALA, Son of Late Birajlal Agarwala, **(PAN:- ADFPA3665D), (Aadhar No. 6953 0495 7611),** Hindu by Religion, Indian by Nationality, by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para Ward No. 13, Siliguri, P.O. & P.S. Siliguri, District – Darjeeling,

(b) SMT REKHA BINDAL, (PAN:- ACUPB9356Q), (Aadhar No. 5824 6853 6718) Wife of Late Nirmal Bindal,

(c) SRI PIYUSH BINDAL, (PAN:- EGQPB9646P), (Aadhar No. 8491 9876 4836) Son of Late Nirmal Bindal,

(d) MISS YANA BINDAL, (Aadhar No. 4361 5891 8014) Minor Daughter of Late Nirmal Bindal, Hindu by Religion, Indian by Nationality, No. 3 (b) & (c) Business and No. 3 (d) Student by Occupation, No. 3 (b, c and d) Resident of C-3, 3rd Floor, Ward No. 43, Shyam Vatika, 2nd Mile, Sevoke Road, P.O. Sevoke Road and P.S. Bhaktinagar, in the District of Jalpaiguri, Represented by her Natural Guardian and mother, **SMT REKHA BINDAL** one of the Land Owner hereof.

(e) SRI NARESH AGARWAL alias NARESH BINDAL, Son of Late Kishorilal Agarwal, **(PAN:- ACHPA4969P), (Aadhar No. 2432 9181 3615),** Hindu by Religion, Indians by Nationality, Business by Occupation, Resident of Flat No. C3, Shyam Vatika, Shyam Mandir Lane, 2nd mile, Siliguri P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri, and

(f) SRI RAJESH BINDAL, Son of Late Shew Prasad Agarwal alias Late Sheo Prasad Bindal, **(PAN:- ADVPB0867A), (Aadhar No. 3054 3510 4455),** Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Modhubon Apartment, Block No. B, Flat No. A2, Akshaytara Lane, Sevoke Road, Ward No. 41, Siliguri, P.O. & P.S. Siliguri, District – Darjeeling --- hereinafter called the **"VENDORS/FIRST PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, Partner, executors,



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successors, representatives, administrators and assigns) of the **"FIRST PART"** and the **abovenamed Vendor No. 2 (b), (c), (d), (e) and (f)** are represented by their **Constituted Attorney SRI ASHOK KUMAR KANORIA**, Son of Late Gajanand Kanoria, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Pranami Mandir Road, P.O. & P.S. Siliguri, District- Darjeeling, in the State of West Bengal by virtue of Registered General Power of Attorney, being Document No. I - 2349 for the year 2022 dated 04.08.2022, registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling **and Vendor No. 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f)** are represented by their **Constituted Attorney, SRI PARVEEN BINDAL, (PAN:- ABIPB1767G), (Aadhar No. 3665 5117 5783)**, Son of Late Shew Prasad Agarwal alias Late Sheo Prasad Bindal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Akshaytara Apartment Flat No. 5, Block No. 2, Sevoke Road, Ward No. 41, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District- Jalpaiguri by virtue of Registered General Power of Attorney, dated 21.11.2022, being Document No. I-3423 for the year of 2022 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

AND

MSN BUILDERS, a Partnership Firm, **(PAN:- AAZFM5463G)**, a Partnership Firm, having its office at Marvel Enterprise, S.F. Road, Siliguri, P.O. & P.S. Siliguri, in the District of Darjeeling, represented by its Authorized Partner, **SRI MRINAL AGARWAL, (Aadhar No. 7138 5840 4131)**, son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Cigarette Company Compound, S.F. Road, P.O Siliguri Bazar, P.S. Siliguri, District - Darjeeling --- hereinafter called the **"DEVELOPER/ PROMOTER/SECOND PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **"SECOND PART"**.



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WHEREAS:

A. **MSN BUILDERS**, has purchased land measuring 9 Kathas 13 Chhataks 10 Sq.ft. from Sri Vinod Kanoria & others, by virtue of three Separate registered Deeds of Sale, (i) Dated 05.07.2018 being Document No. I – 1581 for the year of 2018 (ii) Dated 03.07.2018 being Document No. I – 1539 for the year of 2018 and (iii) Dated 04.07.2018 being Document No. I – 1562 for the year of 2018 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri- I, in the District of Darjeeling.

AND WHEREAS the abovenamed Vendor No. 2 (a) **SRI ASHOK KUMAR KANORIA**, Son of Late Gajanand Kanoria has acquired by way of two separate registered Gift Deeds, land measuring 3 Kathas 13 Chhataks 26 Sq.ft. from Smt Satyabhama Kanoria and others, both dated 02.07.2018 being Document Nos. I – 1537 and I – 1563, for the year of 2018 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri- I, in the District of Darjeeling.

AND WHEREAS the abovenamed Vendor No. 2 (b) **SRI CHETAN KANORIA**, Son of Late Debendra Prasad Kanoria has acquired by way of a registered Gift Deed, land measuring 4 Kathas from Smt Satyabhama Kanoria and others, dated 02.07.2018 being Document No. I – 1536, for the year of 2018 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri- I, in the District of Darjeeling.

AND WHEREAS the predecessor-in-interest of the abovenamed Vendor No. 2 (c, d, e and f) Late **JAGDISH PRASAD KANORIA**, Son of Late Gajanand Kanoria has acquired by way of a registered Gift Deed, land measuring 4 Kathas from Smt Satyabhama Kanoria and others, dated 02.07.2018 being Document No. I – 1538, for the year 2018 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri- I, in the District of Darjeeling.

AND WHEREAS Vendor No. 3 (a) **SRI OMPROKASH AGARWALA and KISHORILAL AGARWALA** had jointly purchased land measuring 15 Kathas 8 Chhataks or 0.26 Acre from Sri



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Gulab Chand Agarwala, Son of Late Chanduram Agarwala, by virtue of Registered Deed of Conveyance, dated 20.08.1976, being Document No. I - 4847 for the year 1976 and the same was registered in the Office of the Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS the above named Kishorilal Agarwala alias Kishorilal Agarwal executed a Will dated 20.12.1996 whereby he bequeathed his $\frac{1}{2}$ undivided share measuring 7 Kathas 12 Chhataks out of total land measuring 15 Kathas 8 Chhataks in favour of the abovenamed three persons, **SRI NIRMAL BINDAL, SRI NARESH AGARWAL** alias **NARESH BINDAL** and **SRI RAJESH BINDAL** and thereafter by virtue of PROBATE granted by District Delegate, Civil Judge (Senior Division), Siliguri, in Misc Judicial (Probate) Case No.10/98, **SRI NIRMAL BINDAL**, Son of Late Kishorilal Agarwala became the owner of undivided share of land measuring 5 Kathas 3 Chhataks or 3735 Sq.ft., **SRI NARESH AGARWAL** alias **NARESH BINDAL**, Son of Late Kishorilal Agarwala became the owner of undivided share of land measuring 1 Katha 11 Chhataks or 1215 Sq.ft. and **SRI RAJESH BINDAL**, Son of Late Sheo Prasad Bindal, nephew of Late Kishorilal Agarwala became the owner of undivided share of land measuring 14 Chhataks or 630 Sq.ft.

AND WHEREAS the abovenamed Vendor No. 3 (f), **SRI RAJESH BINDAL**, Son of Late Sheo Prasad Bindal, had also purchased land measuring 5 Kathas from Sri Satya Narayan Sharma, Son of Sri Monphul Sharma, by virtue of a Registered Deed of Conveyance, dated 07.10.2003, being Document No. I - 111 for the year of 2004 and the same was registered in the office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS thereafter the owners amalgamated their plots of lands for the better utilization of the land and to give better shape to the building/s to be constructed thereon and the said amalgamated land measuring 42 Kathas 2 Chhataks 36 Sq.ft. **is bounded and butted by as follows:- North - 38 ft. wide Pranami Mandir Road., South - 22 ft. wide Road, East - Kalika Apartment and C. C. Sharma, West 15 ft. wide Road.**



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AND WHEREAS the First Party No. 2 (a), 2 (b) and Late **JAGDISH PRASAD KANORIA** had entered into a Development Agreement dated 07.12.2020, with the Second Party i.e. **MSN BUILDERS**, being Document No. I- 1972 for the year of 2020 and the same was registered in the office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS SRI OMPARKASH AGARWAL alias **OMPROKASH AGARWALA**, **LATE NIRMAL BINDAL**, **SRI NARESH AGARWAL** and **SRI RAJESH BINDAL** had entered into a Development Agreement dated 23.12.2020, with the Second Party i.e. **MSN BUILDERS**, a Partnership Firm, being Document No. I - 2158 for the year of 2020 and the same was registered in the office of the Additional District Sub-Registrar Siliguri- I, in the District of Darjeeling.

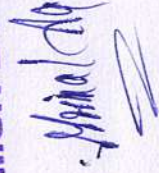
AND WHEREAS abovenamed **JAGDISH PRASAD KANORIA** died intestate leaving behind his Wife **SMT SUMITRA KANORIA** and his three Sons namely: **1. SRI AMIT KANORIA**, **2. SRI NITIN KANORIA** and **3. SRI SAURAV KANORIA** as his only legal heirs and successors as per the provisions of Hindu Succession Act, 1956 and they jointly inherited the property of Late Jagdish Prasad Kanoria.

AND WHEREAS the abovenamed parties i.e. 2 (a), (b), (c), (d), (e) & (f) have decided to enter into a new and fresh Development Agreement dated 04.08.2022 with the Second Party i.e. **MSN BUILDERS**, a Partnership Firm, being Document No. I - 2346 for the year of 2022 registered in the office of the Additional District Sub-Registrar Siliguri- I, in the District of Darjeeling.

AND WHEREAS possessing the above said property, **NIRMAL BINDAL** died intestate leaving behind his Mother, **SMT PUSHPA DEVI AGARWAL**, his Wife, **SMT REKHA BINDAL**, one Daughter, **MISS YANA BINDAL** and Son **SRI PIYUSH BINDAL**, as his only legal heirs as per the Hindu Succession Act, 1956 and they jointly inherited undivided land measuring 5 Kathas 3 Chhatak of Late Nirmal Bindal.

MSN BUILDERS

PARTNER



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AND WHEREAS the abovenamed Vendor No. 3(b) **SMT REKHA BINDAL**, Wife of Late Nirmal Bindal has acquired by way of a registered Gift Deed, land measuring 933.75 Sq.ft. from Smt Pushpa Devi Agarwal, Wife of Late Kishorilal Agarwal, dated 24.08.2022, being Document No. I – 2537, for the year of 2022 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri- I, in the District of Darjeeling.

AND WHEREAS the abovenamed parties i.e. 3(a), (b), (c), (d), (e) & (f) have decided to enter into a new and fresh Development Agreement dated 17.11.2022, with the Second Party i.e. **MSN BUILDERS**, being Document No. I- 3385 for the year of 2022 and the same was registered in the office of Additional District Sub Registrar Siliguri-I, District Darjeeling.

AND WHEREAS the Vendors/Developer thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, dated 14.06.2021, bearing Plan No. Plan No. 0109146210500056, for Basement Plus Ground Plus Five Storied Residential cum Commercial building.

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 Party in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendors/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) at _____ Floor at Block – ___ together with One Parking Space measuring _____ Sq.ft. in the



[10]

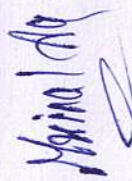
Ground Floor of the building more particularly described in the Schedule-B given herein below, for a valuable consideration of Rs. _____/- (Rupees _____ Only).

AND WHEREAS the Purchaser/s being in need of a Flat and Parking in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors/Developer to the said land, site plan, sanctioned building plan, standard of workman ship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendors as fair, reasonable and highest have agreed to purchase from the Vendors/Developer, the said Flat and Parking more particularly described in the Schedule - B given hereinunder with undivided common share or interest in the stairs, roof, open space, toilet, well, over head tanks and other fittings and fixtures and other common parts, services of the building, 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 valuable consideration of Rs. _____ (Rupees _____ Only).

AND WHEREAS an Agreement of Sale dated was executed between the Purchaser/s and Vendors/Developer in respect of the Schedule 'B' Property, being Document No. I - for the year and the same was registered in the Office of the, District

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 of Rs. _____/- (Rupees _____ Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-



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1. That in consideration of a sum of Rs. _____ (Rupees _____ Only) paid by the Purchaser/s to the Vendors/ Developer, the receipt of which is acknowledged by the Vendors/ Developer by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer 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 Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/Developer, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and 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 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/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 Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors or anybody claiming through or under it 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 Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Vendors/Developer not to dismantle the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any



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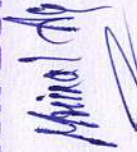
manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.

5. 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.

6. That the Vendors/Developer do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule - A property is held by the Vendors/Developer 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 SCHEDULE-B property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

7. That the Purchaser/s shall 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 Purchaser/s will obtain his/her/their own independent electric connection from the 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/Developer shall have no responsibility or any liability in this respect.



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9. That the Vendors/Developer further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.

10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule - B property both at the Office of the B.L. & L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay Municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser/s shall have the right to sell, 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 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.

13. 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.

14. That the Vendors/Developer 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/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.

[14]

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the 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 residential apartments.

17. 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, chowkidar, 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 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.

18. 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 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.

19. 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 purpose/s and in the event of encroachment, 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 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.



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20. 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.

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 residential flat of the building save the battery operated inverter.

22. The Purchaser/s shall have right to park one medium sized car in the parking space allotted to them by the Vendors/Developer.

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

24. 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 Vendors/Developer and the Purchaser/s or 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 shall have the right to move to Court at Jalpaiguri.

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SCHEDULE-'A'

(DESCRIPTION OF THE LAND OF WHICH BUILDING STANDS)

ALL that piece or parcel of vacant homestead land measuring 42 Kathas 2 Chhataks 36 Sq.ft , situated at Mouza - Siliguri, appertaining to and forming part of R.S. Plot Nos. 9622 and 9620, recorded in R.S. Khatian Nos. 870 and 5264/1, J.L. No. 110 (88), Pargana Baikunthapur, P.S. Siliguri, District - Darjeeling within the limits of Ward No. 13 situated at Pranami Mandir Road, Siliguri of Siliguri Municipal Corporation Area.

The said entire land is bounded and butted by as follows :-

North 38 ft. wide Pranami Mandir Road.
South 22 ft. wide Road.
East Kalika Apartment and Land of C. C. Sharma
West 15ft. wide Road.

SCHEDULE - 'B'

(DESCRIPTION OF APARTMENT)

All that Residential Flat, being Flat No. _____, on the _____ Floor, having RERA carpet area measuring _____ Sq.Ft., super built-up area measuring _____ Sq.Ft., in Block _____ along with One Parking area measuring _____ Sq.Ft. in the Ground Floor of the building named "DWARIKA PEARL" together with proportionate undivided share in the Schedule 'A' land on which the building stands.

[17]

SCHEDULE – ‘C’
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
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 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 and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.



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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)

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

IN WITNESS WHEREOF the representatives of the Vendors and the Developer do hereunto set their respective hands 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 and the Vendors/Developer.

2.

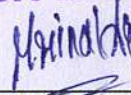
MSN BUILDERS



PARTNER

VENDORS

MSN BUILDERS



PARTNER

DEVELOPER

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

MANOJ AGARWAL

Advocate, Siliguri.

(Enrl No. F-505/434 of 1997)