

DEED OF CONVEYANCE (SALE)

One Residential Flat measuringSq.ft. (Rera Carpet Area),sq.ft (Super-built up area)in the Floor and Parking Space in the Ground Floor of a Basement plus Four Storied Residential Cum Commercial building named "**PANCHNAI SHREEDHAM**" with a proportionate undivided share in the land on which the same stands.

MOUZA : BARAGHARIA
J.L.NO. : 82
R.S. PLOT NOS. : 68 & 71
L.R. PLOT NOS : 190 & 194
L.R. KHATIANNNO. : 1966, 1905, 1967, 1934, 1821, 3210, 3179 & 1968
Police station : MATIGARA
DISTRICT : DARJEELING
CONSIDERATION : Rs. /-

WITHIN THE LIMITS OF GRAM PANCHAYAT AREA

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

BET WE E N

SRI/SMT....., Son/wife of Sri/Late,
Hindu by Religion, Indian by Nationality, by Occupation, Resident of
.....P.O.....P.S.....,
District....., in the State of West Bengal –herein after called the
"**PURCHASER**" (which expression shall mean and include unless excluded by or
repugnant to the context his/her heirs, executors, successors, administrators, representatives
and assigns) of the "**FIRST PART**".(PAN).

AND

(1) MOHAMMED SADDAM HUSSAIN, Son of Mohammed Sabir Alam, Muslim by religion, Indian by nationality, business by occupation, resident of Naya Busty, Champasari, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, **(2) SRI UTTAM CHETTRI**, Son of Sri Punya Deo Chettri, Hindu by faith, Indian by nationality, Business by occupation, resident of Bhanu Bhakta Road, Robertson, Old club side, P.O. & P.S. Pradhan Nagar, Siliguri, Dist. Darjeeling, **(3) MD. JAHUR**, Son of Late Md. Atiulla, Muslim by religion, Indian by nationality, business by occupation, resident of Naya Busty, Champasari, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, **(4) AFSARI KHATUN**, Wife of Md. Jakir Husen, Muslim by religion, Indian by nationality, business by occupation, resident of Naya Busty, Champasari, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, **(5) SRI PRAHLAD JAISWAL**, Son of Late Ramabtar Jaiswal, Hindu by faith, Indian by nationality, Business by occupation, resident of Sibaji Nagar, opposite Maa Bhawani Marble Shop, Champasari, Ward No.46 (S.M.C.), P.O. & P.S. Pradhan Nagar, Siliguri, Dist. Darjeeling, **(6) RUKSHANA BEGUM**, Wife of Md. Jahur, Indian by nationality, Muslim by religion, business by occupation, resident of Naya Busty, Champasari, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, in the State of West Bengal & **(7) M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS**, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neel Kamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S. Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partner **SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri – hereinafter collectively called the **VENDORS** (Which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, successor-in-office, administrators, legal representatives and assigns) of the **SECOND PART**. [The Vendor No.1 to 6 hereof are being represented by their duly appointed Constituted Attorney **M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS**, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neel kamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S. Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, vide General Power of Attorney being document No. I-05507 for the year 2020 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra.]

AND

M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neel Kamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S. Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal hereinafter called the **PROMOTER/DEVELOPER** (which expression shall mean and include unless excluded by or repugnant to the context its executors, successors in office, legal representatives, administrators and assigns) of the **THIRD PART**.

(I) WHEREAS the Vendor No.1 i.e. MOHAMMED SADDAM HUSSAIN, Son of Mohammed Sabir Alam, as named herein above became the absolute owner in possession of all that 7.62 Kathas of land appertaining to and forming part of L.R. Plot No.194 corresponding to R.S. Plot No.71, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.I-8626 for the year 2015

registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And after purchasing the land as mentioned above the above named Vendor No.1 has duly mutated and recorded his name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shiv mandir and accordingly a new L.R. Khatian being No.1966 has been opened in his name by the said authority. Thereafter subsequently in the month of July, 2018 the Vendor No.1 i.e. Mohammed Saddam Hussain has sold and transferred all that 2.5 Kathas of land out of his above mentioned land for valuable consideration and thereafter he remained in khas possession of his remaining **5.12 Kathas** of land out of his above purchased land.

(II) AND WHEREAS the Vendor No.2 i.e. SRI UTTAM CHETTRI, Son of Sri Punya Deo Chettri, as named herein above became the absolute owner in possession of all that **8.73 Kathas** of land appertaining to and forming part of L.R. Plot Nos.190 & 194 corresponding to R.S. Plot Nos.68 & 71, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.I-1463 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Vendor No.2 has duly mutated and recorded his name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shiv mandir and accordingly a new L.R. Khatian being No.1905 has been opened in his name by the said authority.

(III) AND WHEREAS the Vendor No.3 i.e. MD. JAHUR, Son of Late Md. Atiulla, as named herein above became the absolute owner in possession of all that **6 Kathas** of land appertaining to and forming part of L.R. Plot No.190 corresponding to R.S. Plot No.68, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.I-662 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And after purchasing the land as mentioned above the above named Vendor No.3 has duly mutated and recorded his name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shiv mandir and accordingly a new L.R. Khatian being No.1967 has been opened in his name by the said authority.

(IV) AND WHEREAS the Vendor No.4 i.e. AFSARI KHATUN, Wife of Md. Jakir Husen, as named herein above became the absolute owner in possession of all that **9 Kathas** of land appertaining to and forming part of L.R. Plot No.190 corresponding to R.S. Plot No.68, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.I-680 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Vendor No.4 has duly mutated and recorded her name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shiv mandir and accordingly a new L.R. Khatian being No.1934 has been opened in her name by the said authority.

(V) AND WHEREAS the Vendor No.5 i.e. Sri Prahlad Jaiswal, Son of Late Ram bharat Jaiswal and his wife namely Smt. Bharati Jaiswal (since deceased) became the absolute co-owners in khas, actual and physical possession of all that 8.37 Kathas or about 0.1381 Acre of land appertaining to and forming part of L.R. Plot Nos.190 & 194 corresponding to R.S. Plot Nos.68 & 71, recorded in the then Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling, by virtue of purchase for valuable consideration from Shelcon

Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.I-682 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Sri Prahlad Jaiswal and his said wife have/had duly mutated and recorded their names in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shiv mandir and accordingly two new separate L.R. Khatian being No.1821 & 1822 have been opened in their respective names by the said authority.

AND WHEREAS subsequently on 10.03.2019 above named Bharati Jaiswal, W/o Sri Prahlad Jaiswal, died intestate leaving behind her husband i.e. said Sri Prahlad Jaiswal and her two minor sons namely Master Priyanshu Jaiswal and Master Anish Jaiswal as her sole legal heirs and successors who accordingly jointly inherited the undivided 50% share in said 8.37 Kathas or about 0.1381 Acre of land which is measuring about 4.185 Katha or 0.06905 Acre, as per the provisions of the Hindu Succession Act, 1956. It is pertinent to mention here that Sri Prahlad Jaiswal had been appointed as the Guardian of the person and property of said two minor sons namely Master Priyanshu Jaiswal and Master Anish Jaiswal by the Court of the Ld. District Judge, Darjeeling in reference to Act VIII Case No.10/2019 vide order dated 11.11.2019 within the purview of U/Sec 10 of Guardian and Wards Act, 1890.

(VI) AND WHEREAS subsequently being the natural guardian of said Master Priyanshu Jaiswal and Master Anish Jaiswal, the Vendor No.5 hereof (i.e. Sri Prahlad Jaiswal) as well as by dint of above referred Court order, above named Sri Prahlad Jaiswal finally sold and transferred all that entire 2/3rd undivided share of said Master Priyanshu Jaiswal and Master Anish Jaiswal in the said 4.185 Katha or 0.06905 Acre of land which is measuring about **2.79 Katha or 0.046 Acre** of land unto and in favour of M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS (i.e. the Vendor No.7 hereof) through a Deed of Conveyance being document No. **I - 1204** for the year 2020 registered at the office of the A.D.S.R. Siliguri, at Bagdogra. And after purchasing the said land above named M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS (i.e. the Vendor No.7 hereof) has also duly mutated and recorded its name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly a new L.R. Khatian being No.3179 has been opened in its name by the said authority.

AND WHEREAS thereafter the Vendor No.5 hereof (i.e. Sri Prahlad Jaiswal) remained in khas possession of all that remaining **5.58 Katha or 0.0921 Acre** of land as recorded in L.R. Khatian Nos.**1821 & 3210**, having with permanent, heritable and transferable right, title and interest there in free from all encumbrances and charges whatsoever.

(VII) AND WHEREAS the Vendor No.6 i.e. RUKSHANA BEGUM, Wife of Md. Jahur, as named herein above became the absolute owner in possession of all that **5 Kathas** of land appertaining to and forming part of L.R. Plot No.190 corresponding to R.S. Plot No.68, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.I-661 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Vendor No.6 has duly mutated and recorded her name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shiv mandir and accordingly a new L.R. Khatian being No.1968 has been opened in her name by the said authority.

AND WHEREAS in the aforesaid manner the Vendors hereto referred above have become the absolute co-owners in respect of all that piece or parcel of altogether land measuring **42.22 Kathas** out of which land measuring **23.35Kathas** appertaining to and forming part of R.S. Plot No.68, L.R. Plot No.190, and land measuring **18.87Kathas** appertaining to and forming part of R.S. Plot No.71, L.R. Plot No.194, recorded in L.R. Khatian Nos. 1966, 1905, 1967, 1934, 1821, 3210, 3179 & 1968, in Mouza Baragharia, J.L. No.82, Sheet No.1, within the jurisdiction of P.S. Matigara, Pargana Patharghata, Dist. Darjeeling as fully described in **Schedule -A below** free from all encumbrances and charges whatsoever.

AND WHEREAS being the absolute co-owners of the afore mentioned land the parties of the Second Part on 30.09.2020 jointly signed and affirmed an affidavit before the Ld. Executive Magistrate, at Siliguri for amalgamation of their above mentioned entire 42.22 Kathas of land and thereafter the Vendor No.1 to 6 hereof have entered into development agreement with the Promoter/Developer hereof with intent to raise multi storey residential cum commercial complex there upon the said land vide document No. I- 05501 for the year 2020 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra and in furtherance of the said development agreements the Promoter/Developer has also initiated development works upon the below scheduled land.

AND WHEREAS meanwhile the Vendors/Promoter have obtained a duly sanctioned building plan to construct a commercial cum residential complex (B + 4 storied building/s) on the Schedule-"A" land being building plan vide Order No. 426 dated 20/04/2022 approved by Matigara Panchayat Samity And in the process the Vendors/Promoter have also obtained "**LAND USE CERTIFICATE (LUC)**" issued by the office of the Siliguri Jalpaiguri Development Authority, vide its Memo No. 5511/SJDA dated 17.03.2021 and Fire Safety Certificate issued by Deputy Director, West Bengal Fire and Emergency Services, vide Memo No. FSR/0125186210500136,dated 02.08.2021.

The said Land is earmarked for the purpose of a Basement plus Four Storied Residential Cum Commercial building and the said projects shall be known as "**PANCHNAI SHREEDHAM**".

B. AND WHEREAS the Vendors/Promoter being desirous of constructing of a Basement plus Four Storied Residential Cum Commercial building on the Schedule-A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, bearing Plan No.426/MPS/Planning, Dated 20.04.2022.

AND WHEREAS the Vendors/Promoter have formulated a scheme to enable a person/party intending to have own unit or premises in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS the Vendors/Promoter in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendors/Promoter have now firmly and finally decided to sell and have offered for sale to the purchaser / flat measuring about.....sq. ft. (Rera carpet Area) at Floor and Parking Space in the **Basement** 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 space in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors 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/Promoter as fair, reasonable and highest have agreed to purchase from the Vendors/Promoter, the said flat and parking space more particularly described in the **Schedule - B** given here in under with undivided common share or interest in the stairs, roof, open space, toilet, well, overhead tanks and other fittings and fixtures and other common parts, services of the building, free from all encumbrances, charges, liens, lispendences, 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 the Vendors/Promoter 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 theSchedule-Bproperty for a consideration of Rs /-(RupeesOnly).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs..... /- (RupeesOnly) paid by the Purchaser/s to the Vendors/Promoter, the receipt of which is acknowledged by the Vendors/Promoter by execution of these presents and grants full discharge to the Purchaser/s from the payment there of and the Vendors/Promoter 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/Promoter, 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/ sand shall have no claim whatsoever upon the Vendors/Promoter 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/Promoter or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors/Promoter with respect to the Schedule-B property shall hence forth 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/Promoter not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.

5. That the Vendors/Promoter declare that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendors/Promoter 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/Promoter do 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 Vendors/Promoter proposes to transfer subsists and the Vendors/Promoter 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 herein after 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 construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors/Promoter 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/Promoter shall have no responsibility or any liability in this respect.
9. That the Vendors/Promoter 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 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. Matigara and concerned Gram Panchayat and get it numbered as a separate holding and shall pay Panchayat 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/occupant 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/Promoter will pay up to date Panchayat 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/Promoter 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/Promoter proportionately with all the Purchaser/s unless separately levied upon and charged for.

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/Promoter 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.

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

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 herein under) within time allowed by the Vendors/Promoter 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/Promoter or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Promoter or the Association in consequence thereof.

20. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Promoter for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Promoter 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/Promoter 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/Promoter shall not be held responsible in any manner whatsoever.

22. 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.

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/Promoter.

24. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising herein after at any time between the Vendors/Promoter 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 Siliguri.

SCHEDULE 'A'

(DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS)

All that piece or parcel of altogether land measuring **42.22 Kathas** out of which land measuring **23.35 Kathas** appertaining to and forming part of R.S. Plot No.68, L.R. Plot No.190, and land measuring **18.87 Kathas** appertaining to and forming part of R.S. Plot No.71, L.R. Plot No.194, recorded in L.R. Khatian Nos. 1966, 1905, 1967, 1934, 1821, 3210, 3179 & 1968, in Mouza Baragharia, J.L. No.82, Sheet No.1, within the jurisdiction of P.S. Matigara, Pargana Patharghata, Dist. Darjeeling.

The aforesaid land is butted and bounded as follows:

- By North : 23 feet wide non-metal road;
- By South : Land in L.R. Plot No.194;
- By East : Land of GyanJyoti College;
- By West : Land of Sandeep Arora & others.

SCHEDULE- B

(Description of the property hereby sold)

All that Residential Flat, being Flat No....., on the Third Floor, having carpet area measuring..... square feet, super built-up area measuring square feet, in Block-.... along with One Parking Space area measuring square feet in the Basement Floor of the building named "**PANCHNAI SHREEDHAM**" together with proportionate undivided share in the Schedule 'A' land on which the building stands.

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. Panchayat 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.
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 Vendor and/or the service organization for the common purposes.

SCHEDULE- 'D'
(COMMON PROVISIONS AND UTILITIES)

1. Stair case and staircase landing on all floors.
2. Water pump, water tank, water pipes and common plumbing installation
3. Drainage and sewerage.
4. Boundary wall and main gate.
5. Top Roof of the Building
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 WITNESS WHEREOF the Vendors/Promoter do here unto set their respective hands on the day, month and year first above written.

WITNESSES:-

1.

The contents of this document have been gone through hand understood personally by the Purchaser/s and the Vendors.

VENDORS

2.

PURCHASER(S)

PROMOTER/DEVELOPER

Drafted by me as per instructions of the parties, read over, explained the contents to them & printed in my chamber.

Advocate, Siliguri