

[2]

One Commercial Space, measuring _____ Square Feet (Rera Carpet Area), _____ Square Feet (Super Built-up Area) in the _____ Floor of the complex “**CROSSROADS**”.

MOUZA : UJANU

J.L. NO. : 86

R.S. KHATIAN NO. : 260

L.R. KHATIAN NOS. : 1500 & 1501

R.S. PLOT NOS. : 451, 297 & 466

L.R. PLOT NOS. : 504, 505 & 508

P.S. : MATIGARA

DISTRICT : DARJEELING

CONSIDERATION : Rs./

WITHIN THE LIMITS OF GRAM PANCHAYAT AREA

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF _____, 2024.

B E T W E E N

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....., Son/Wife/Daughter of, by Religion, Indian by Nationality, by Occupation, Residing atP.O., P.S., District –, in the State of --- hereinafter called the **"PURCHASER(S)/FIRST PARTY"** (which expression shall mean and include his/her/their heirs, executors, successors, representatives, administrators and assignees) of the **"FIRST PART"**. (PAN:).

A N D

- 1. SRI SUSHIL KUMAR AGARWAL**, Son of Late Masanilal Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of M L Agarwal & Brothers, Church Road, Siliguri, Ward No. 10, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal, (PAN: **ACVPA7535P**)
- 2. SRI SUNIL KUMAR AGARWAL**, Son of Khajanchi Ram Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Singtam Nagar Panchayat, Mandir Lane, Singtam Forest Block, P.O. & P.S. Singtam, District – East Sikkim, in the State of Sikkim, (PAN: **ANXPA0212G**) --- hereinafter jointly and collectively called the **"VENDORS/SECOND PARTY"** (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"**.

A N D

SKA LUMINA DEVELOPERS, (PAN: AEOFS8685R) a Partnership Firm, having its principal office at City Centre, 2nd Floor, Room No. 0208, Office Block – F, P.O. & P.S. Matigara, District – Darjeeling, in the State of West Bengal --- represented by its Partners, (i) **SRI SUSHIL KUMAR AGARWAL**, Son of Late Masanilal Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of M L Agarwal & Brothers, Church Road, Siliguri, Ward No. 10, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal and (ii) **LUMINA DEVELOPERS LLP**, a Limited Liability Partnership, incorporated under the Limited Liability

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Partnership Act, 2008, having its office at 3rd Floor, Room No. 23, International Market, Sevoke Road, Siliguri, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal, represented by its Partner, **SRI KAJAL SARKAR**, Son of Sri Kamal Sarkar, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Dakghar Sarani, Bhaktinagar, Siliguri, District – Jalpaiguri, in the State of West Bengal --- hereinafter called the “**CONFIRMING PARTY / DEVELOPER / SECOND PARTY**” (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors, representatives administrators and assignees) of the “**SECOND PART**”.

A.

WHEREAS Luxmi Township Ltd., applied to the Government of West Bengal to occupy for the purpose of setting up a Satellite Township an area of more or less 393.25 Acres of land in Mouza Gourcharan, J.L. No. 81, Mouza Baragharia, J.L. No. 82, and Mouza Ujanu, J.L. No. 86, all within the jurisdiction of Police Station Matigara, in Siliguri, Dist. Darjeeling.

AND WHEREAS with view to enabling Luxmi Township Ltd., to implement its project of setting up a modern satellite Township, the Governor for the State of West Bengal by an Indenture of Lease dated 21st Day of November 2003, registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, District Darjeeling and recorded in Book No. I, Volume No. 69, Pages 335 to 434, being Deed No. 3423 for the year 2003 hereinafter referred to as “the **PARENT LEASE**”, granted in favour of Luxmi Township Ltd., a lease in respect of the said 393.25 Acres of land mentioned above, as more fully and particularly described in the Schedule to the said indenture of Lease dated 21st Day of November 2003 and also described in the **SCHEDULE – A** hereof hereinafter referred to as “the said total area”.

AND WHEREAS the parents Lease is for a period of 99 years from 23rd day of April, 2002 with option for renewal of the same for a further period of 99 years and thereafter successive like periods upon the same terms and conditions save as to the rent, which may be increased or otherwise varied in accordance with the provisions of law, as may be in force from time to time.

AND WHEREAS as the Lessee under the said parent lease, the previous Assignor i.e., Luxmi Township Ltd., was required to develop the said total area in accordance with the development schemes approved by the Government of West Bengal and to divide and demarcate the said total area into plots of various sizes to be used for residential, commercial and other purposes and to provide the infrastructural and support facilities and services for the purposed township of the said total area.

AND WHEREAS under the Parent Lease, the Luxmi Township Ltd. (previous Assignor) is not permitted to transfer its leasehold rights in respect of part or whole of the said total Area, demised in its favour, without the prior permission in writing of the District Land and Land Reforms Officer.

AND WHEREAS the Luxmi Township Ltd., is entitled to allot and/or transfer and/or assign, the developed plots to the intending Allottee(s) and to receive all amounts receivable from such Allottee(s) in respect of such allotment and/or transfer and/or assignment and to appropriate the same, subject however to obtaining prior written permission of the concerned District Land & Land Reforms Officer.

AND WHEREAS the Luxmi Township Ltd., took possession of the said total area pursuant to and in terms of the said parent lease, commenced and concluded the development of the said total area by leveling the land, by opening out roads, by constructing pucca surface drains and dividing the said total area of land into various plots of various sizes and description in various Blocks having separate distinctive numbers and also providing the different plots with infrastructural facilities and services for setting up residential-cum-commercial township, which has been named by the Luxmi Township Ltd., and is now known as “Uttorayon Township” (hereinafter referred to as the ‘UTTORAYON TOWNSHIP’ which is within the jurisdiction of the Siliguri Jalpaiguri Development Authority (hereinafter referred to as the “said Authority”));

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AND WHEREAS the said Authority framed regulations for controlling the use and development of the said within the said township and for matters connected therewith.

AND WHEREAS the Luxmi Township Ltd., provisionally allotted the various plots to several parties applying for and intending to take such allotments.

AND WHEREAS the Vendors hereof applied for allotment of a plot at Commercial Plot 'B' and by a letter, dated 17.08.2020 (hereinafter referred to as 'the provisional allotment letter'), bearing No. LT&H/SKA/Allot-01, the Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited, provisionally allotted to the Vendors hereof one scheme plot being Commercial Plot 'B' (hereinafter referred to as 'the said allotted plot') on the eastern side of the Uttorayon Township, Siliguri, which plot is more fully described in the SCHEDULE - B hereto on the terms and conditions contained in the said provisional allotment letter.

AND WHEREAS the said plot was previously allotted to Chatterjee Assets Holdings Private Limited (PAN: AABCM5676L) (CIN – U70200WB1982PTC035346), vide a provisional allotment letter, dated 02.06.2018, bearing No. LT&H/CAHPL/Allot-02 referred to herein after as "Old Assignee". A tripartite agreement was signed amongst Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited, Chatterjee Assets Holdings Private Limited and Sushil Kumar Agarwal and Sunil Kumar Agarwal on 21.08.2020. By means of that tripartite agreement Chatterjee Assets Holdings Private Limited assigned his allotment right to Sushil Kumar Agarwal and Sunil Kumar Agarwal as mutually agreed and confirmed by all parties. Accordingly, the Payment received from Sushil Kumar Agarwal and Sunil Kumar Agarwal by Chatterjee Assets Holdings Private Limited have been reflected in the Memorandum of Payment reported. Chatterjee Assets Holdings Private Limited has on its part remitted the amount due to Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited in terms of the old Allotment and Tripartite Agreement in full.

AND WHEREAS the Vendors hereof accepted the said provisional allotment under the provisional allotment letter and agreed to make full payments as specified in the said Provisional

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allotment letter in the manner indicated therein and to observe and fulfill all the terms and conditions.

AND WHEREAS the Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited duly completed the work of development in respect of the said allotted plot.

AND WHEREAS the required permission to transfer the said plot has since been obtained by the Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited from the office of the District Land & Land Reforms Officer, Darjeeling, vide Memo No. 1466/DLLRO-DJ/Uttorayon/21, dated 27.08.2021.

AND WHEREAS the Vendors hereof as Assignee obtained from Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited, a plot of homestead vacant land measuring 2.61 Acre or 157.905 Katha, identified as Commercial Plot 'B' on the eastern side of the Uttorayon Township, Siliguri vide a Deed of Assignment, dated 06.09.2021, being Document No. 6167 for the year 2021 and the same was registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra, District – Darjeeling and thereafter started enjoying the said landed property free from all encumbrances whatsoever.

AND WHEREAS the Vendors hereof became Partners in the Partnership Firm under the name and style “**SKA DEVELOPERS**” to carry on partnership business of realty, development of land, construction of building, flats, commercial space, tenements & houses, properties, estates, construction works etc., and the Vendors herein transferred their above land measuring 2.61 Acre or 157.905 Katha by way of their capital contributions in the said Partnership Firm “**SKA DEVELOPERS**”

AND WHEREAS the abovenamed Vendors desirous of admitting a new Partner namely, “Lumina Developers LLP” in the Partnership Firm, executed a new Deed of Partnership for admission of abovenamed Partner and changed the name of the Partnership Firm from “**SKA DEVELOPERS**” to “**SKA LUMINA DEVELOPERS**” hereinafter called the “**DEVELOPER/THIRD PARTY**”.

AND WHEREAS the Vendors thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, bearing Plan Serial No. 179, dated 10.03.2023 for multistoried **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel.**

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.

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 has now firmly and finally decided to sell and has offered for sale to the Purchaser/s a Commercial Space, being Commercial Space No., having (RERA Carpet Area) measuring _____ Square Feet at _____ Floor of the building more particularly described in the Schedule-C given herein below, for a valuable consideration of Rs./- (Rupees Only).

AND WHEREAS the Purchaser/s being in need of a Commercial Space 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 Commercial Space more particularly described in the Schedule-C given herein under 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-C property for a valuable consideration of Rs./- (Rupees..... Only).
..... Only).

AND WHEREAS the Vendors/Developer have now agreed to execute the Deed of Sale of the Schedule-C property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-C property for a consideration of Rs./- (Rupees Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of a sum of Rs. _____ (Rupees _____ Only) paid by the Purchaser/s to the Developer, the receipt of which 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-C 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/ 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-C 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-C property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer 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-C property shall henceforth vest in the Purchaser/s to whom the said Schedule-C property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Vendors/Developer not to dismantle the Commercial Space 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 Commercial 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-C 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 Leasehold rights under which the Schedule - B property is held by the Vendors/Developer 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-C property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the Schedule-C 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

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

8. That individual electric connection shall not be obtained by the Allottee and the Mall Management shall provide Electric connection in the Commercial Space sold and the Allottee(s) will be liable to pay charges for electricity consumed at the said Commercial Space of the Allottee(s).

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-C property in Panchayat office 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, lease out , gift, mortgage or transfer otherwise the ownership of the Schedule-C property or let-out, lease-out the Schedule-C property to whomsoever with with consultation and written consent of the Mall Management.

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 Vendors/Developer 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-C property.

14. That the Vendors/Developer shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-C property except for unsold portion of the building

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which shall be borne by the Vendors/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.

15. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after and billed by the Mall management and performance by the Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the Mall management from time to time.

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, chowkidar, etc., as will be determined by the Mall Management.

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 default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given herein under) within time allowed by the Mall Management, 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 Mall Management for any loss or damage suffered by it in consequence thereof.

18. 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.

19. 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.

20. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever will not be permitted in any of the Commercial Space of the building .

21. That the Purchaser/s shall not have any leasehold rights in the land under the Schedule – C property and/or in the land comprised in the **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel**. The leasehold rights of the land shall continue to belong to the Vendors/Developer. The Purchaser/s shall, however, be entitled to have right in perpetuity of egress from and ingress to the Schedule – C property.

22. In case the Schedule – C property is damaged or destroyed for any reason whatsoever, the Purchaser/s shall be entitled to reconstruct the Schedule – C property (jointly along with the co-owners of other adjoining units in the said **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel**) at the same location within the existing foot print of the Schedule – C property in the said **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel** with the Purchaser/s own funds.

23. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the 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/they shall have the right to move to Court at Siliguri.

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SCHEDULE - A

Mouza - Gourcharan, J.L. No. 81, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
311	0.62
313	0.04
320	2.21
303	3.37
319	0.45
310	0.36
310/447	0.58
309	1.28
304	0.58
147/166	0.15
147/163	0.17
147/168	0.21
147/161	0.23
157	0.20
147/177	0.23
148/176	2.02
147/170	0.21
129	12.59
129/154	0.22
129/156	0.02
129/155	0.67
129/159	0.09
129/158	0.05
129/152	0.21
175	0.16
147/164	1.06
147/165	1.89
147/167	3.93
147/162	19.00
169	0.62
148 (PART)	1.64
147/148(PART)	0.42
147	8.43
147/160	3.37
147/171	10.35
147/173	15.32
174	<u>3.43</u>
	<u>96.38</u>

Mouza - Baragharia, J.L. No. 82, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
463 (PART)	0.01
461	0.28
504 (PART)	5.22
467	0.32
473	8.80
472	0.28
471	4.60
466 (PART)	32.07
468 (PART)	10.32
475 (PART)	0.27
477 (PART)	10.29
478	0.26
498 (PART)	4.99
500 (PART)	40.27
489	33.17
487	5.38
493	5.80
496	0.28
495	5.38
488	0.60
497	0.60
492	0.16
494	0.18
501	0.38
499	0.66
474	0.30
457 (PART)	5.70
461 (PART)	13.68
465	0.20
464	<u>2.27</u>
	<u>192.72</u>

Mouza – Ujanu, J.L. No. 86, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
451 (PART)	0.68
297 (PART)	1.02
299	6.16
245/437	2.90
340	6.20

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296/439	6.25
469	0.86
299/440	0.64
338/447	3.10
346	0.60
335	6.96
446	5.81
370/470	0.88
305	1.94
304	1.44
303	0.72
342	0.86
295/453	0.90
338	2.52
300	0.56
301	0.10
340/471 (PART)	1.22
343 (PART)	2.77
344	2.60
345	0.40
349	1.74
295/455 (PART)	7.58
295/456	0.23
295/457	0.40
454	0.08
295/458 (PART)	8.25
297/459 (PART)	5.03
295 (PART)	13.65
74	3.02
73	0.25
72	4.65
336	0.46
75	<u>0.72</u>
	<u>104.15</u>

TOTAL AREA OF LAND

Mouza – Gourcharan	96.38 Acres
Mouza – Baraghararia	192.72 Acres
Mouza – Ujanu	<u>104.15 Acres</u>
	<u>393.25 Acres</u>

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SCHEDULE - B

ALL THAT the leasehold right, title and interest in respect of the land of scheme Plot, being Commercial Plot 'B', measuring an area of more or less 2.61 Acre or 157.905 Katha, appertaining to and forming part of R.S. Plot Nos. 451, 297 & 466 corresponding to L.R. Plot Nos. 504, 505 & 508, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian Nos. 1500 & 1501, under Mouza - Ujanu, J.L. No. 86, situated within the limits of Matigara Gram Panchayat, under P.S. Matigara, in the District of Darjeeling for the remaining un-expired period of the Lease of 99 years commencing from the 23rd day of April, 2002 granted under the parent lease and butted and bounded as follows:

NORTH : Land of Luxmi Township Ltd., and Chandmoni T.E.;

SOUTH : National Highway;

EAST : Land of Chandmoni Tea Estate;

WEST : 35 Meter wide metal road;

SCHEDULE - C

(DESCRIPTION OF THE COMMERCIAL SPACE)

All that One Commercial Space, being Commercial Space No. _____, measuring _____ Square Feet (Super Built-up Area), _____ Square Feet (Rera Carpet Area) at the _____ Floor of the complex named "**CROSSROADS**", appertaining to and forming part of R.S. Plot Nos. 451, 297 & 466 corresponding to L.R. Plot Nos. 504, 505 & 508, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian Nos. 1500 & 1501, under Mouza - Ujanu, J.L. No. 86, situated within the limits of Matigara Gram Panchayat, under P.S. Matigara, in the District of Darjeeling for the remaining un-expired period of the Lease of 99 years commencing from the 23rd day of April, 2002 granted under the parent lease.

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, lift, equipment 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/s).
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.

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IN WITNESS WHEREOF 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 Vendor.

V E N D O R S

2.

D E V E L O P E R

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

MANOJ AGARWAL
Advocate, Siliguri.
(Enrl No. F-505/434 of 1997)