

Deafel
D.M. VENTURES
Partner

DEED OF SALE

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

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All that _____ (Office/Shop) having Carpet Area of _____ Sq. ft. & Super Built-up Area _____ Sq. ft. at _____ Floor, of the building together with the right to park one car in the Parking Space (Covered/open) (if any) measuring _____ .00 Sq. ft. at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX : GANPATI DWARIKA GALLERIA

RERA REGISTRATION NO.:

PLOT NO. : 348 & 349 (R.S.), 14 & 9/159 (L.R.)

KHATIAN NO. : 459/1, 459/5 & 459/7 (R.S.), 457 (L.R.)

MOUZA : DABGRAM

J.L. NO. : 02

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

GRAM PANCHAYAT : DABGRAM 2

CONSIDERATION :Rs. _____ .00

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BETWEEN

[If the Purchaser is a Company]

M/S _____, [PAN : _____], a Private Limited Company, registered under the Indian Companies Act, (1956 or 2013 as the case may be), bearing Certificate of Incorporation No. _____, Dated _____, having its registered office at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, represented by its **DIRECTOR/AUTHORISED SIGNATORY** - _____ [PAN : _____] & [AADHAAR - _____] duly authorized vide board resolution dated _____, son of _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

[If the Purchaser is a Partnership]

_____, [PAN _____], a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ and represented by one of its **AUTHORISED PARTNER** - _____, [PAN : _____] & [AADHAAR : _____] authorised vide _____, son of _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

[If the Purchaser is Individual]

SRI/SMT _____ [PAN : _____] & [AADHAAR : _____], son of / wife of _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

[If the Purchaser is a HUF]

_____, [PAN : _____] a Hindu Undivided Family (HUF), having its place of business at _____, P. O. _____, P. S. _____, Pin - _____, Dist. _____, in the State of _____, India and represented by its **KARTA - MR** _____, [PAN : _____] & [AADHAAR : _____], son of _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, India

- hereinafter called as the **"PURCHASER / ALLOTTEE"** (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees) of the **"FIRST PART"**.

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AND

DR GOSTHA BEHARI DAS @ GOSHTHA BIHARI DAS, [PAN : AEEP4810M & AADHAAR : 8614 4791 2911], son of Late Dr Nikunja Behari Das @ Nikunja Bihari Das, Hindu by Religion, Indian by Nationality, Gynaecologist by Profession, residing at Ram Krishna Seva Sadan, Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, Dist. Darjeeling, in the State of West Bengal, hereinafter called the "**VENDOR/OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**SECOND PART**".

AND

DM VENTURES, [PAN : AAPFD1772M], A Partnership Firm, having its Registered Office at C/o Mrinal Agarwal, Platinum Square, Opposite S.B.I. Bank, S.F. Road, P.O. Siliguri Bazar, P.S. Siliguri, Pin – 734005, Dist. Darjeeling, in the State of West Bengal and represented by one of its **PARTNER – SRI DEEPAK KUMAR AGARWAL, [PAN : ACZPA4957D & AADHAAR : 6195 0242 1028],** son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Rasraj Sweets Parlour, Railgate, Mahabirasthan, P.O. Siliguri Town, P.S. Siliguri, Pin – 734004, District Darjeeling, in the State of West Bengal, India authorized vide _____, hereinafter referred to as the "**DEVELOPER/PROMOTER/CONFIRMING PARTY**" hereinafter called (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**THIRD PART**".

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AND WHEREAS the Landowner became the absolute owner of all that piece or parcel of total land measuring 3 Bigha 9 Katha equivalent to 69 Kathas, out of which 3 Katha 8 Chhataks in RS Plot No. 349 recorded in RS Khatian No. 459/1, 3 Bigha 3 Katha equivalent to 63 Kathas in 348 recorded in RS Khatian No. 459/5 and 2 Katha 8 Chhataks in RS Plot No. 349 recorded in RS Khatian No. 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 34, Pages from 35 to 40, being **Document No. 3000 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Narayan Chandra Pal & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 16 Kathas, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/1 (6 Katha 3 Chhataks), RS Khatian No. 459/7 (6 Katha 3 Chhataks) and RS Khatian No. 459/5 (3 Katha 10 Chhataks), under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 3, Pages from 5561 to 5575, being **Document No. 1294 for the year 2010** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Bablu Mandal & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 7 Katha 11 Chhataks, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/1, 459/5 and 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 6, Pages from 2617 to 2626, being **Document No. 2413 for the year 2010** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Ankit Agarwal and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 10 Kathas, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/7, under R S Sheet No 9, 1 1. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 0711-2019, Pages from 171161 to

D.M. VENTURES

Partner

171179, being **Document No. 071106625 for the year 2019** and registered in the office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, executed by Sri Kishore Kumar Agarwal and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 5 Kathas, appertaining to RS Plot No. 349 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 25, Pages from 385 to 388, being **Document No. 2363 for the year 1997** and registered in the office of the Additional District Sub Registrar Jalpaiguri, executed by Paneshwari Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 4 Katha 8 Chhataks, appertaining to RS Plot No. 348, 349, 350 & 354 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 6, Pages from 317 to 320, being **Document No. 0471 for the year 2003** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Karma Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 7 Katha 8 Chhataks, appertaining to RS Plot No. 348 recorded in RS Khatian No. 459/5 (2 Katha 4 Chhataks) and RS Plot No. 349 recorded in RS Khatian No. 459/1 (5 Katha 4 Chhataks), under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 34, Pages from 41 to 44, being **Document No. 3001 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Shamal Singh Roy @ Khamal Singh Roy and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 33 Decimals equivalent to 20 Kathas, appertaining to RS Plot No. 348, 349, 350 & 354 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 12, Pages from 349 to 352, being **Document No. 1074 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Ajay Kumar Banik and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Landowner became the absolute owner of all that piece or parcel of total land measuring 21 Kathas, in RS Plot No. 348 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 0711-2016, Pages from 35016 to 35043, being **Document No. 1837 for the year 2016** and registered in the office of the Additional District Sub Registrar, Bhaktinagar, District- Jalpaiguri, executed by Sri Dolo Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS from the aforesaid Nine separate Deeds the Owner/Vendor became the owner of total land measuring **160 Kathas 11 Chhattaks (265.13 Decimal Approx)** and shall ever since then the Owner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS out of total land measuring **160 Kathas 11 Chhattaks (265.13 Decimal Approx)** the owner decided to construct a commercial building on **193.139 Decimal round off to 193.14 Decimals only.**

AND WHEREAS subsequently, The Owner also recorded the aforesaid land in their names in the record of rights at the Office of B.L. & L.R.O. Rajganj, Dist. Jalpaiguri & shall ever since One New L.R. Khatian, being **Khatian No. 457** was framed in the name of Owner, as per provision of W.B.L.R. Act, 1955.

AND WHEREAS thereafter the above named **Vendor** also got his land converted from **Sahari to Commercial Bastu** in respect of L.R. Plot No. 14(1.6014 Acres) and **from Danga to Commercial Bastu** in respect of L.R. Plot No. 9/159 (0.3712 Acres) respectively recorded in L.R. Khatian No. 457, situated within Mouza-Dabgram, J.L. No. 02, L.R. Sheet No. 58, Pargana-Baikunthapur, under Dabgram Panchayat Area, P.S.-Bhaktinagar, in the district of Jalpaiguri vide **Case No. CN/2023/0701/1876, Dated 09/06/2023** in the office of the **D.L. & L.R.O., Jalpaiguri.**

D.M. VENTURES

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AND WHEREAS there after the Owner/Vendor desirous of constructing Lower Ground Floor + Upper Ground Floor + 5 storied Building, Commercial Building on the aforesaid plot of land more particularly described in the schedule- "A" given hereunder, has started constructing Commercial Building. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e. **ADDITIONAL EXECUTIVE OFFICER OF JALPAIGURI, ZILLA PARISHAD** vide approved building Plan, being **Building Plan No. HZ11I8L99, dated 13-06-2023.**

AND WHEREAS the owner due to scarcity of fund & lack of knowledge of constructions works the Vendor/landowner approached to "**DM VENTURES**", (Developer) to enter into an agreement i.e. Development Agreement for the developing their land by constructing of Commercial Building on the said amalgamated plot of land and said Development Agreement executed on 16/03/2023 by both the parties vide a Registered Deed of Development Agreement, Book -I, Volume No. 0711-2023, pages from 42833 to 42860, being Document No. I 071101869 for the year 2023, registered at A.D.S.R., Bhaktinagar and as well as the Vendor/landowner also executed a General Power of Attorney After Development Agreement vide General Power of Attorney No. I 071105136 for the year 2023 in favour of Developer for the construction of the said building & sale the unit of the Developer Allocation along with the unit of Vendor in the said building as mentioned in Development Agreement.

AND WHEREAS to distinguish the proposed Commercial Building and with a view to assign an identity to the building, the Vendor/Confirming Party decided to name the building as "**GANPATI DWARIKA GALLERIA**".

AND WHEREAS the Vendor/Confirming Party have decided the said building into several independent apartment/s along with common area and facilities

D.M. VENTURES

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AND WHEREAS the Vendor/ Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own Office/Shop room / units / premises / parking spaces 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 Vendor/ Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Office/Shop having Carpet Area of ___Sq. ft. & Super Built-up Area ___Sq. ft. at _____Floor together with the right to park one car in the Parking Space (if any) measuring ___Sq. ft. at _____Floor of the building complex, more particularly described in the Schedule-B given herein under, for a valuable consideration of Rs. _____ .00 (Rupees _____) only including GST.

AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendor / Confirming Party to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendor/ Confirming Party as fair, reasonable and highest has/have agreed to purchase from the Vendor/ Confirming Party the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispends, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs. _____ .00 (Rupees _____) only including GST.

AND WHEREAS the Vendor and the Confirming Party have agreed to execute this Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property at a consideration of Rs. _____ .00 (Rupees _____) only including GST under the conditions mentioned herein under.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs. _____.00 (Rupees_____) only including GST, paid by the Purchaser/s to the Vendor/Confirming Party, by Cheque/RTGS/NEFT, the receipt of which is acknowledged by the Vendor/ Confirming Party by execution of these presents and the Vendor/ Confirming Party do hereby grant full discharge to the Purchaser/s from the payment thereof and the Vendor/ Confirming Party do hereby convey and transfer absolutely the Schedule-B property to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Government of West Bengal.
2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinunder) and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and has / have satisfied himself/ herself/ themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor / Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.
3. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor/ Confirming Party or anybody claiming through or under them and all the rights, title and interest which vested in the Vendor/ Confirming Party with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
4. That the Purchaser/s hereby covenant/s with the Vendor/ Confirming Party not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for Office/Shop and parking purposes.

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5. That the Vendor/ Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendor / Confirming Party has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made herein above and hereinafter are all true and in the event of any contrary, the Vendor / Confirming Party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.


6. That the Vendor/ Confirming Party hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendor / Confirming Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor / Confirming Party proposes to transfer subsists and the Vendor / Confirming Party have full right and authority to transfer the Schedule - B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

7. That the Purchaser/s shall permit entry at all reasonable times to the Vendor/ Confirming Party and/or their agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

That the Purchaser/s shall not do any act, deed or thing whereby the development / construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor / Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. The Vendor / Confirming Party shall have no responsibility or any liability in this respect.

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

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

11. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

12. 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.

13. That the Vendor/ Confirming Party will pay upto date taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

14. That the Vendor/ Confirming Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property from the date of registration except for unsold portion of the building which shall be borne by the Vendor / Confirming Party proportionately with all the Purchaser/s unless separately levied upon and charged for.

15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor/ Confirming Party on collection of maintenance from Office/Shop unit / premises owners and thereafter the owners and occupants of different Office/Shop / premises shall form and constitute an Apartment Owners Association by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership of Office/Shop unit / premises and as soon as the owners and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendor / Confirming Party in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners Association.

D.M. VENTURES

Partner

16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, choukidar, etc. as will be determined by the Vendor/ Confirming Party from time to time till the time an executive body or any other authority of the building or Apartment Owners' Association is formed to take care of the common maintenance of the building.

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

17. That in case the Purchaser/s make/s default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given herein under) within time allowed by the Vendor / Confirming Party or the Apartment Owners Association, the Purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Vendor / Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendor / Confirming Party or the Association in consequence thereof.

18. That the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out or lease-out the Schedule-B property to whomsoever he/she/they intend to.

That the Purchaser shall prior to the transfer of the Schedule-B property shall obtain clearance certificate with respect to the COMMON EXPENSES from the Vendor / Confirming Party or the Apartment Owners Association.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor / Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor / Confirming Party or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such 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.

20. That the Purchaser/s further covenant/s with the Vendor / Confirming Party not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary, the Purchaser/s shall be fully responsible for it and the Vendor / Confirming Party shall not be held responsible in any manner whatsoever.

21. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the unit of the building save the battery-operated inverter.

22. That the Purchaser/s shall:

a) Co-operate with the Vendor / Confirming Party in the management and maintenance of the common portions of the building.

b) Pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendor / Confirming Party saved harmless and indemnified in respect thereof.

c) Not alter any outer portion, elevation of the building.

d) Not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building or the common portions.

e) Not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendor / Confirming Party save at the place as be indicated thereof.

f) Not claim any right whatsoever or howsoever over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser/s.

D.M. VENTURES



Partner

g) That the Purchaser/s shall display the sign board in the conspicuous place above the shutter of his premises.

h) Not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the said units of the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendor / Confirming Party.

i) Not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.

23. That the Vendor / Confirming Party shall have all the right, title and interest over the top roof of the building and shall also be entitled to install any sort of tower, etc. on the same.

24. That the Purchaser/s shall not be entitled to park any vehicle in the parking area of the other occupants/owners, common area, open space and passage within the building.

25. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendor / Confirming Party or the 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 Jalpaiguri.

SCHEDULE-"A"

(DESCRIPTION OF THE LAND)

ALL THAT piece or parcel of Vacant Bastu Land measuring about 193.139 Decimals rounded off 193.14 Decimals, out of which 173.3395 Decimals rounded off 173.3400 Decimals land appertaining to R.S. Plot No. 348 corresponding to LR Plot No. 14, 9/159, recorded in R.S. Khatian No. 459/1 (23.1 Decimals), 459/5 (119.302 Decimals), 459/7 (30.9375 Decimals rounded off 30.9380 Decimals) and 19.8 Decimals land in RS Plot No. 349 Corresponding to LR Plot No. 14, recorded in R.S. Khatian No. 459/1 (5.775 Decimals), 459/5 (8.25 Decimals), 459/7 (5.775 Decimals) respectively in LR Khatian No. 457, under R.S. Sheet No. 9 & LR Sheet No. 58, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Gram Panchayat Area, within jurisdiction of Addl. Dist. Sub - Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows: -

- By the North : Land of G. B. Das & others;
 By the South : 20 Feet wide Metal Road;
 By the East : Land of Subal Ghosh & Niranjana Ghosh;
 By the West : Eastern Bye Pass Road (100 Feet wide Metal)

SCHEDULE-"B"

(FLOOR PLAN OF THE COMMERCIAL SPACE AND PARKING)

ALL THAT One Shop(**Tiles Flooring**) measuring more or less about _____ (_____) Square Feet(Carpet Area) and Total Super Built Up Area _____ (_____) **Square Feet** or equal to _____ Square Meter, being Shop No. "_____" at _____ Floor, of Lower Ground Floor + Upper Ground Floor + 5 Storied Commercial Building named "**GANPATI DWARIKA GALLEIRA**" constructed on the land as described in Schedule-"A" herein above together with undivided and impartible proportionate share in the land.

SCHEDULE-C

(COMMON PROVISIONS AND UTILITIES)

1. Stair case, lift and stair case landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. Generator Set, Security Guard Room and Common Toilet.
5. Drainage and sewerage.
6. Boundary wall and main gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipment, 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.

D.M. VENTURES

Dee Dee
Partner

SCHEDULE-D
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal Tax, Water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/s).
7. Costs of formation and operation of the service organization including the Office/Shop expenses incurred for maintaining the Office/Shop thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump, etc. and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor / Confirming Party and/or the service organization for the common purposes.

IN WITNESSES WHEREOF THE VENDOR AND THE AUTHORISED REPRESENTATIVE / PARTNER OF CONFIRMING PARTY IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

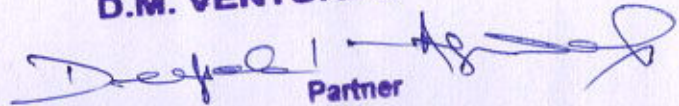
WITNESSES:

1.

The contents of this Document have been gone through and understood personally the by the Purchaser/s, Vendor and the Developer.

VENDOR/OWNER

D.M. VENTURES


Partner

CONFIRMING PARTY/ DEVELOPER

2.

Drafted as per the instruction of the parties and printed in the Office.

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

DEWANSHU DEV TIWARY
ADVOCATE, SILIGURI
ENROL. NO. F-279/229 OF 2014