

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE
DAY OF SEPTEMBER 2024**

One complete premise measuring aboutsq. ft. carpet area (..... Sq.ft including super built up area) at Floor, being No.of a Multi storied Commercial building and the said project shall be known as “NEXO” with an impartible right on the land on which the same stands.

Plot No.	2194, 2196/2672,2196/2673 & 2196/2674 (R.S & L.R)
Khatian No.	12694, 15010 & 40 (L.R)
Mouza	Singia
Pargana	Hatida
J.L. No.	68
Police Station	Chanchal
District	Malda
Consideration	Rs...../-

B E T W E E N

..... Hindu by Religion, Business by Occupation, Indian by Citizenship, resident of Sevoke Road, P.O & P.S Siliguri, Dist-Darjeeling, Pin-734001, hereinafter called the “**PURCHASERS**” (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

AND

SRI HRITTIK AGARWALA S/O LATE KAMAL KRISHNA AGARWALA (PAN NO – DCIPA6319H, AADHAR NO: 603900641230), Hindu by Religion, Indian by Citizenship, residing at N.S Road, Chanchal Bazar, P.O. & P.S Chanchal, Dist. Malda, Pin-732123, hereinafter called the **“LANDOWNERS”** (which expression shall mean and include unless excluded by or repugnant to the context his legal heirs, successors, representative, administrators, executors and assigns) of the **SECOND PART.**

AND

NARAYANI ENTERPRISES (PAN: AAUFN2130Q), A Partnership Firm, registered under the Partnership Act, 1932, having it's Office at Shanti Warehousing Corporation, 3rd Mile Sevoke Road, Siliguri, Post Office – Salugara, P.S. – Bhaktinagar, District – Jalpaiguri, PIN – 734008, in the State of West Bengal, represented by one of its Partner, **SHRI AJAY AGARWAL** (PAN : AGIPA6181A), son of Late Gangadhar Agarwal, residing at Shanti Ware House, Near Sona Motor, 3rd Mile, Siliguri, P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri, Pin-734008, West Bengal, hereinafter called the **"DEVELOPER/VENDOR"**, (which expression shall mean and include unless excluded by or repugnant to the context their partners, successors, representative, administrators, executors and assigns) of the **THIRD PART.**

WHEREAS:

A (i) That Sri Hrittik Agarwal(land owner hereof) along with Mr. Alberuni son of Md Saful Ali became the absolute owner of land measuring 15 Decimal, (Sri Hrittik Agarwal became the owner of land measuring 12 Decimal and Mr. Alberuni became the owner of 3 Decimal land) appertaining to and forming part of R.S & L.R Plot No. 2196/2672, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda, by virtue of deed of Sale being no. **I-2189 dated 21/02/2022** registered in the office of the ADSR, Chanchal, Dist. Malda.

(ii) That Sri Hrittik Agarwal(land owner hereof) along with Mr. Alberuni son of Md Saful Ali also became the absolute owner of land measuring 50 Decimal, (Sri Hrittik Agarwal became the owner of land measuring 40 Decimal and Mr. Alberuni became the owner of 10 Decimal land) appertaining to and forming part of R.S & L.R Plot No. 2176/2674, 2194 & 2196/2673, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda, by virtue of deed of Sale being no. **I-2186 dated 01/02/2022** registered in the office of the ADSR, Chanchal, Dist. Malda.

(iii). Thereafter the said Sri Hrittik Agarwal gifted land measuring 24.20 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, 2176/2674 2196/2673 & 2194, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda in favour of his brother Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala vide various Deed of Gift being **No.I-2258 dated 02/02/2022, I-2259 dated 02/02/2022, I-2260 dated 02/02/2022, I-2262 dated 02/02/2022, I-2263 dated 02/02/2022 & I-**

2265 dated 02/02/2022, all registered in the office of A.D.S.R Chanchal, Dist-Malda.

(iv) Thereafter the said Mr. Alberuni son of Md Saful Ali gifted land measuring 4.8 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, 2176/2674, 2194, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station-Chanchal, Dist. Malda in favour of his brother Md. Aktar Hossain S/o Saful Ali vide various Deed of Gift Being No. **I- 2261 dated 02/02/2022, I-2262 dated 02/02/2022 & I-2265 dated 02/02/2022**, all registered in the office of A.D.S.R Chanchal, Dist-Malda.

(v) Thereafter the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala, Mr. Alberuni & Md. Aktar Hossain both sons of Md Saful Ali transferred their land measuring 10.80 Decimal, (land measuring 5.95 Decimal was transferred by Riskik Agarwala, land measuring 3.85 Decimal was transferred by Alberuni and land measuring 1 Decimal was transferred by Md. Aktar Hossain), appertaining to and forming part of R.S & L.R Plot No. 2196/2672 & 2196/2673, recorded L.R Khatian No. 12695,12704,12697 & 12705, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda to the District Magistrate vide **Deed of Gift being No. I-199 dated 04/01/2023**, registered in the office of D.S.R Malda, Dist-Malda.

(vi) That the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala transferred his land measuring 4.38 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, recorded L.R Khatian No. 12696 & 12702, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda to the District Magistrate vide **Deed of Gift being No. I-6584 dated 24/05/2023** registered in the office of A.D.S.R Chanchal, Dist-Malda

(vii) That the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala remained and being the owner of land measuring **13.65 Decimal**, appertaining to and forming part of R.S & L.R Plot No.2196/2672, 2196/2673, 2176/2674, & 2194, recorded in L.R Khatain No. 12705, 12703, 12718, 12695, 12702, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda and thus gifted his land measuring 13.87 Decimal to his brother **SRI HRITIK AGARWALA vide Deed of Gift being No. I-1687 dated 06/02/2024 & I- 1596 dated 05/02/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(viii) That the said Mr. Albirun remained the owner of land measuring 4.15 Decimal and MD. Akhtar Hossain being the owner of land measuring 4 decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2673, 2196/2672, 2176/2674 & 2194 recorded in L.R Khatain No. 12697, 12704, 12701 & 12717 Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **8.15 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-3589 dated 14/03/2024 & I-3594 dated 14/03/2024**, registered in the office of A.D.S.R Chanchala Dist-Malda.

(ix) That the said Alak Ranjan Sarkar being the owner of land measuring 4 decimal, appertaining to and forming part of L.R Plot No. 2194, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold his land measuring **4 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4791 dated 16/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(x) That the said Alak Ranjan Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2176/2674, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **5 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4699 dated 15/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(xi) That the said Alak Ranjan Sarkar being the owner of land measuring 9 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **9 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4637 dated 09/04/2024**, registered in the office of A.D.S.R Chanchal, Dist.-Malda.

(xii) That the said Alak Ranjan Sarkar being the owner of land measuring 32 decimal, appertaining to and forming part of L.R Plot No. 2196/2673, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **32 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4868 dated 18/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(xiii) That the said Champak Ranjan Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 692, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **5 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-3800 dated 19/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges,

lien, lispens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

(xiv) That the said Sumi Sarkar and Subhra Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 1554, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold his land measuring **5 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I- 5125 dated 24/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance the Land Owners hereof became the absolute owner of **total land measuring about 109.82 Decimal** by way of separate sale deeds & Gift Deeds and duly **mutated their name at the concerned office of B.L. & L.R.O., Chanchal, and obtain a LR Khatian being No. 12694, 15010 & 40** under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station-Chanchal, Dist. Malda in the state of West Bengal morefully described in the First Schedule stated hereunder hereinafter referred to as the said Land.

AND WHEREAS in order to have optimum use of their aforesaid land the Land Owners decided to develop the said land by constructing a Multi storied Commercial cum Commercial building and thus entered into a **development agreement** with the Developer namely “**NARAYANI ENTERPRISES**”, which was duly registered in the office of Addl. Dist-Sub-Registrar, Dist-Malda and recorded in Book- I, Vol No....., Page fromto being document No. **I- dated.....**and also executed a **Development Power of Attorney** in favour of **NARAYANI ENTERPRISES** being No. **I-**

.....**dated** which was duly registered in the office of Addl. Dist-Sub-Registrar,, Dist-Malda

AND WHEREAS The Developer/ Landowners for construction of multi storied building on the said land prepared a Building Plan and got the same approved from Malda Zilla Parishad Vide **Plan No. dated**

AND WHEREAS according to the Building plan the Vendor constructed the said multi storied Commercial building named as “**NEXO**” consisting of several Shops, parking space etc on the said land.

AND WHEREAS the Vendor have formulated a scheme to enable a person/party intending to have own unit/premises/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/premises/spaces proportionate to the total constructed area on the said land.

AND WHEREAS the Vendor have now firmly and finally decided to sale and transfer, by virtue of Agreement of Sale, all that one Shop Unit, Being a COMMERCIAL SHOP morefully and particularly described in the SCHEDULE-“B” given hereunder on ownership basis free from all encumbrances and charges whatsoever for valuable consideration of Rs.

The detail of the Commercial Shop is give herein below:-

BUILDING COMPLEX NAMED	“NEXO”
SHOP MEASURING RERA CARPET AREA SQUARE FEET
SUPER BUILT-UP AREA SQUARE FEET
SHOP SITUATED IN FLOOR FLOOR

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 Vendor 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 till date and considering the price so offered by the Vendor as fair, reasonable and highest have agreed to purchase from the Vendor, the Schedule-“B” property with undivided common share or interest in the stairs, open space and other common areas and 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.

AND WHEREAS, the Purchaser/s finding the offer of the Vendor fair and reasonable, has/have agreed after full satisfaction to purchase the said Schedule-“B” Property, given herein below for the valuable consideration amount mentioned hereinbefore and hereinafter.

AND WHEREAS the Vendor agreed to execute the Deed of Conveyance (Sale) of the Schedule-“B” property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-“B”

property for a consideration of Rs.
and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. THAT in consideration of a sum of Rs. paid by the Purchaser/s to the by Cheques/RTGS, the RECEIPT of which the Vendor/ Developer does hereby acknowledge and grants full discharge to the Purchaser/s from the payment thereof and the Vendor does 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 subject to the payment of proportionate rents, 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, Typical Floor Plan, as well as the common portions and areas and the common provisions and utilities and have also seen and inspected the construction work of the building 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 said Schedule-“B” property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor 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 and utilities.
3. THAT the Vendor do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-“A” property is held by the Vendor under the Superior Landlord the State of West Bengal is good

and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor has 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 said Schedule-“B” property without any obstruction or hindrance whatsoever.

4. **THAT** the Vendor declares that the interest which the Vendor professes to transfer hereby subsists as on the date of these presents and that the Vendor 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 charges and encumbrances whatsoever.
5. **THAT** the Vendor will pay upto date land revenue and/or any other taxes/charges/dues if any prior to the date of transfer of the Schedule-“B” property.
6. **THAT** the Vendor 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 Vendor proportionately with all the Purchaser/s unless separately levied upon and charged for.
7. **THAT** the Vendor 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 Schedule-“B” property hereby conveyed at the cost of the Purchaser/s.

8. **THAT** the Purchaser/s have satisfied himself/herself/themselves about the title of the Vendor in respect to the Schedule-“B” property.
9. **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 Vendor or anybody claiming through or under them and all the rights, title and interest which vested in the Vendor with respect to the Schedule-“B” property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
10. **THAT** the Purchaser/s hereby covenant with the Vendor not to dismantle, divide or partition the Schedule-“B” Shop 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 independent unit exclusively for Commercial purpose.
11. **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 from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
12. **THAT** the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.Ltd. 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 shall have no responsibility or any liability in this respect.
13. **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 Malda Zilla Parishad and get it numbered as a seperate holding and shall pay taxes as may be levied

upon him/her/them from time to time though the same has not yet been assessed.

14.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, lease-out the Schedule-“B” property to whomsoever.

15.THAT the Purchaser/s shall have proportionate right, title and interest in the land along with other occupiers of the building. It is hereby declared that the interest in the land is impartible.

16.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 of the said building.

17.THAT the upkeep and maintenance of the common portions and areas as well as the common provisions and utilities shall be looked after by the Vendor and thereafter the owners/occupiers of different Commercial Shop/s shall form and constitute an Shop Owners Association by framing a proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force and the Vendor shall no responsibility or any liability in this respect.

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

- 19.THAT** the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
- 20.THAT** in case the Purchaser/s make default in payment of the proportionate share towards the common expenses described in the Schedule-“C” given hereinunder within time allowed by the Vendor or the Shop Owners Association, the Purchaser/s shall be liable to pay interest at the rate of one percent 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 Vendor or the Association acting at the relevant time for any loss or damage suffered by the Vendor or the Association in consequence thereof.
- 21.THAT** the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stairs, passage or other community purpose/s and in the event of encroachment, the Vendor or the executive body or any authority of the occupiers 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.
- 22.(a) THAT** the Purchaser/s shall not be entitled to park any vehicle in others parking area, common area, open space and passage within the building complex.
- (b) That the Purchaser/s shall park his/her/their car in the Parking Area at the Ground Floor of the building complex as marked and allotted to the Purchaser/s of these present anywhere within the complex.

23. THAT THE PURCHASER/S AGREES AND UNDERTAKES THAT THE PURCHASER/S SHALL NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-

(i) Store /stock / bring into / keep in the said Shop/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.

(ii) Not to damage, demolish or cause to be damaged or demolished the said Shop/Building Complex or any part thereof or the fittings and fixtures thereto.

(iii) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Shop/Building Complex, which in the opinion of the Vendor and/or their nominee/s differs from their own color scheme.

(iv) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.

(v) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Shop/Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.

- (vi) Not to use the said Shop other than the Commercial purpose.
- (vii) Not to encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendor 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 will be caused by such nuisance and its subsequent removal.
- (viii) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Purchaser/s shall be entitled to fix Air Conditioning equipment in the Shop without damaging the outer walls of the said complex. All equipment/ machines' parts of the Air Conditioning required to be fixed on outside wall must be fitted only in the places as marked and allotted and after consulting the Vendor or the Shop Owners' Association. The outdoor unit should not generate extra noise, it should be of silent type.
- (ix) That the Purchaser/s shall not park his/her/their vehicle on the pathways or common areas and open spaces of the building complex.
- (x) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Shops save and except the battery operated inverter.

(xi) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.

24. THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-

- (i) That the Purchaser/s agrees and undertakes to co-operate with the Vendor at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor may require for the purposes of safeguarding the interest of the occupants of the said complex.
- (ii) That the Purchaser/s shall keep the said Schedule-“B” Property/ said Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- (iii) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendor and/or the organization / agency / association / holding.
- (iv) That the Purchaser/s shall always co-operate with the Shop owners’ association and the Vendor as the case may be in the management and maintenance of the said complex.
- (v) That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule-“B” Property and not to do anything which has the effect of affecting the structural stability of the building and/or the said building complex.

(vi) That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/ undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.

(vii) That the Purchaser/s agrees and covenants that the Vendor shall be at absolute liberty to sale the unsold part and portions of the said building complex.

25.THAT the Purchaser/s further covenant with the Vendor 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 Vendor shall not be held responsible in any manner whatsoever.

26.THAT the charges towards Stamp Duty and Registration fees of Schedule-“B” Property and GST as applicable have been paid and borne by the Purchaser/s.

27.THAT the said Multistoried Buildings Complex shall always be known as “NEXO” and this name shall not be changed by any Association or Society of the Owners / Occupants or any other

person claiming through them. The copy right/ trade mark / property mark and all intellectual property (including the name of the complex mentioned herein) shall always remain and vest with the Vendor and no person, including but not limited to the Purchaser/s Association / Society or the Occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.

28. That the Vendor will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

29. 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 or the other Occupiers of the building shall be referred for Arbitration under the Arbitration Act and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court of Law at Jalpaiguri.

SCHEDULE - 'A'

DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS

ALL THAT piece and parcel of vacant land measuring **109.82 DECIMAL,**

LR KHATIAN	RS & LR PLOT	AREA
12694	2194	08 DECIMAL
12694	2196/2672	19.50 DECIMAL
15010	2196/2672	07 DECIMAL
12694	2196/2673	65.30 DECIMAL
12694	2176/2674	05 DECIMAL
40	2176/2674	05 DECIMAL

within Mouza- Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Gram Panchyat Area, Dist. Malda, West Bengal.

as stated hereunder and butted and bounded as follows :

ON THE NORTH : Kundu Complex, house of Surjit Roy & Tarit
Debnath Achinto & Balram Das.

ON THE SOUTH: Land of Nishant Agarwal, Bikash Das & Mukal
Das.

ON THE EAST : Land of Sumen Das & Bachu Das.

ON THE WEST : 30 FT PWD Metal Road.

SCHEDULE - 'B'

DESCRIPTION OF THE.....

All that one Commercial Shop Premises measuring Carpet Area (..... sq.ft including Super build up area) at the Floor, being Shop No. along with.... number of parking space measuring.... Sq.ft at ground floor being Parking No.....of the multi- storied Commercial building known as

"....."situated atRoad and undivided proportionate share of interest in the Schedule-A land on which the said building stands, inclusive of the right of undivided proportionate interest in the common area and facilities of the building.

SCHEDULE – ‘C’
(COMMON EXPENSES)

- 1] All expenses for maintenance, operating, replacing, repairing, renovation, 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, elevator, equipments and installations, comprised in the common portions including water pumps, 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 purpose 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 Purchasers).

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 etc. for the common services and lighting the common portions including system loss, if any installed, for providing electricity to each unit.

9] All expenses incurred for the common purpose and relating to common use and enjoyment of common portions.

10] All other expenses and/or outgoings as are incurred by the Vendors and/or the service organisation for the common purposes.

SCHEDULE – ‘D’

(COMMON PROVISIONS AND UTILITIES)

- 1] Stair case and stair case landing on all floors.
- 2] Common entry on the ground floor
- 3] Water pump, water tank, water pipes and common plumbing installation.
- 4] Drainage and sewerage.
- 5] Boundary wall and main gate.
- 6] Lift will be provided in the said building by the Vendors for common use and enjoyment by all the co-owners.

IN WITNESSES WHEREOF the Vendors/developer/ in good health and conscious mind have put their signatures on these presents on the day month and year first above written.

WITNESSES :

1.

SIGNATURE OF VENDORS

SIGNATURE OF DEVELOPER

Drafted, read over, explained
by me and typed in my office

AJAY KUMAR MITRUKA
Advocate
Enrolment No. WB/797/2006

MEMO OF CONSIDERATION

Received with thanks from **Purchasers** a sum of **Rs./- (Rupees**) only paid by Cheque as full and final payment in respect of sale of the One premise, **as** described in above mention schedule –B.

SIGNATURE OF DEVELOPER/VENDOR