

**DEED OF CONVEYANCE (SALE)**

One Residential Flat measuring .....Sq.ft. (Rera Carpet Area), .....sq.ft (Super-built uparea)in the ..... Floor and Parking Space in the Ground Floor of a Basement plusFourStoriedResidentialCumCommercialbuildingnamed"**PANCHNAI AURA**"withaproportionateundivided shareintheland onwhichthesame stands.

MOUZA : DABGRAM  
J.L.NO. : 02  
SHEET NO : 12 (R.S.) & 63(L.R.)  
TOUZI NO : 91  
R.S. PLOTNOS. : 220  
L.R. PLOTNOS : 17 & 21  
L.R. KHATIANNO. :496,497,498,500,507 &508  
POLICE STATION : BHAKTINAGAR  
DISTRICT : JALPAIGURI  
CONSIDERATION : Rs. /-

WITHIN THE LIMITS OF SILIGURI MUNICIPAL CORPORATION AREA

THIS DEED OF SALE IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

**BET WE E N**

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

**AND**

**(1) SRI DEBRAJ BHOWMICK**, Son of Late Tapan Kumar Bhowmick, **(2) SRI JOYRAJ BHOWMICK**, Son of Late Tapan Kumar Bhowmick, **(3) SMT DEBJANI SEN BHOWMICK**, Wife of Sri Jyotirmoy Sen. & Daughter of Late Tapan Kumar Bhowmick, **(4) SMT. SHYAMA DEVI AGARWAL**, Wife of Late Bhimraj Agarwala, all are Hindu by faith, Indian by nationality, No.1, 2, & 4 Business by occupation, No.3 is Housewife by occupation, No.1 & 2 are residents of 41/6, J.C. Bose Road by lane Hakimpara, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal and No.3 is resident of C/O: Jyotirmoy Sen. 124 Deshbandhu Nagar, Panda Para, P.O. & P.S. Jalpaiguri, District- Jalpaiguri, in the State of West Bengal, No.4 is resident of “Shyama Kunj”, Punjabi Para, Siliguri, within Ward No.40 of Siliguri Municipal Corporation, P.O. Haider Para, P.S. Bhaktinagar, District- Jalpaiguri, and **(5) M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS**, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neelkamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi Para, P.O. Haider Para, P.S. Bhaktinagar, Dist. Jalpaiguri - hereinafter collectively called the **VENDORS** (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators, and assigns) of the **SECOND PART** [The Vendors No.1 to 4 hereof are being represented by their duly appointed Constituted Attorney **M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS**, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neelkamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi Para, P.O. Haider Para, P.S. Bhaktinagar, Dist. Jalpaiguri, vide two separate General Power of Attorney being No. I-1694 for the year 2020 & I- 3408 for the year 2020, registered at the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri]

**AND**

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

**(I) WHEREAS** one SMT. BAKUL BHOWMIK, wife of Tapan Bhowmick, of Hakim Para Siliguri became the absolute owner in khas possession of all that **0.10 Acre** of land within Mouza Dabgram, Pargana Baikunthapur, recorded in R.S. Khatian No.375 being part of Plot Nos.338/710, 338, 649, 242, 245, 251, 286, 287, 322, 174, **220**, 330, 646, 580, 582/1020, 687, 331/701, 338/771, 233, in Sheet No.12, under P.S. Rajganj (now Bhaktinagar), Dist. Jalpaiguri, by virtue of purchase from Sri Phanindra Nath Talukdar & Sri Amallesh Chandra Talukdar, both are sons of Late Harendra Kumar Talukdar, i.e. the erstwhile owner in possession of the land, through a registered Deed of Conveyance being document No.I-5767 for the year 1977 registered at the office of the Addl. Dist. Sub-Registrar, Jalpaiguri dated 08.07.1977.

**AND WHEREAS** thereafter the above named SMT. BAKUL BHOWMICK further purchased all that about **0.03 Acre** of land adjacent to her above purchased land within Mouza Dabgram, Pargana Baikunthapur, recorded in R.S. Khatian No.375 being part of Plot Nos.338/710, 338, 649, 242, 245, 251, 286, 287, 322, 174, **220**, 330, 646, 580, 582/1020, 687, 331/701, 338/771, 233, in Sheet No.12, under P.S. Rajganj (now Bhaktinagar), Dist. Jalpaiguri from said Sri Phanindra Nath Talukdar & Sri Amallesh Chandra Talukdar through a registered Deed of Conveyance being document No.I-8247 for the year 1978 registered at the office of the Dist. Sub-Registrar, Jalpaiguri dated 20.10.1978.

**AND WHEREAS** by Virtue of aforesaid two registered Deeds the above named SMT. BAKUL BHOWMICK became the absolute owner in possession of all that 0.13 Acre of land within Mouza Dabgram, under P.S. Rajganj (now Bhaktinagar), District Jalpaiguri with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever. It is mentioned here that thereafter said Smt. Bakul Bhowmick being such absolute owner of the aforesaid land had sold and transferred all that **0.0645 Acre** of land out of her aforesaid land measuring **0.13 Acre** unto and in favour of SMT. SHYAMA DEVI AGARWAL (i.e. Vendor No.4 hereof), Wife of Bhimraj Agarwal, of Punjabi para, Siliguri through a registered Deed of Conveyance being document No.I-4985 for the year 2010 executed on 09.01.2007 and finally registered on 05.10.2010 at the office of the Addl. Dist. Sub-Registrar, Rajganj, Dist. Jalpaiguri and thereafter the above named SMT. BAKUL BHOWMICK remained in actual khas possession of her remaining **0.0655 Acre** of land out of her above purchased land.

**AND WHEREAS** subsequently the above named BAKUL BHOWMICK died intestate on 01.04.2015 leaving behind her husband Tapan Kumar Bhowmick, and two sons & one daughter namely Sri Debraj Bhowmick, Sri Joyraj Bhowmick, and Smt Debjani Sen. (Bhowmick), as her sole legal heirs and successors and thereafter on 07.08.2019 her said husband Tapan Kumar Bhowmick also died intestate. And after demise of said BAKUL BHOWMICK her above named legal heirs (i.e. the Vendors No. 1 to 3 hereof) jointly and equally inherited the afore said landed property measuring **0.0655 Acre** as per the provisions of the Hindu Succession Act, 1956 and accordingly the above named legal heirs and successors of said Late Bakul Bhowmick became the absolute co-owners of the said property having with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever and moreover during the L.R. survey settlement the said land has been recorded in L.R. Khatian Nos. 496, 497 & 499 in the respective names of the Vendor No. 1 to 3 and also in L.R. Khatian No.498 in the name of their father namely Tapan Bhowmick and at present the Vendor No.1, 2 & 3 have jointly filed application for Mutation before the B.L. & L.R.O. Rajganj in respect of the land as recorded in L.R. Khatian No.498 vide Mutation Case No. WR/2023/0701/106 which is pending as on this date for disposal by the said authority.

**(II) WHEREAS** it is already mentioned herein above that Smt. Shyama Devi Agarwal (i.e. the Vendor No.4 hereto referred above) has acquired all that **0.0645 Acre** of land within Mouza Dabgram, Pargana Baikunthapur, recorded in R.S. Khatian No.375 being part of Plot No. **220**, in Sheet No.12, under P.S. Rajganj (now Bhaktinagar), Dist. Jalpaiguri, by virtue of purchase from said Smt. Bakul Bhowmick (since deceased) through aforesaid registered Deed of Conveyance being document No.I-4985 for the year 2010 executed on 09.01.2007 and finally registered on 05.10.2010 at the office of the Addl. Dist. Sub-Registrar, Rajganj, Dist. Jalpaiguri.

**AND WHEREAS** said Smt. Shyama Devi Agarwal, (i.e. the Vendor No.4 hereto referred above) has further acquired the absolute ownership of all that adjacent land measuring **0.0293 Acre** in R.S. Plot No.220, corresponding to L.R Plot No 21, within Mouza Dabgram, R.S Sheet No. 12, corresponding to L.R. Sheet no 63, Pargana Baikunthapur, J.L. No.02, Touzi No.91, under P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of a Deed of Gift being document No. I- 1415 for the year 2018 registered at the office of the District Sub-Registrar- Jalpaiguri. And in the aforesaid manner said Smt. Shyama Devi Agarwal (i.e. the Vendor No.4 hereto referred above) has become the absolute owner in possession of all that altogether **0.0645 Acre + 0.0293 Acre = 0.0938 Acre** of land and subsequently Vendor No.4 has also duly mutated and recorded her name at the concerned B.L.&R.O. office and accordingly L.R. Khatian Nos. 500 & 508 have been opened in the name of Vendor No.4 hereof by the said authority.

**(III) WHEREAS** one Kumari Maya Pradhani, Wife of Sri Ram Bahadur Pradhan, of Dabgram, Haider Para, under the then P.S. Rajganj, Dist. Jalpaiguri, became the sole and absolute owner in khas, actual and physical possession of all that 0.165 Acre of land comprising Plot No.220, in Sheet No.12 recorded in R.S. Khatian No.375, within Mouza Dabgram, Pargana Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of purchase for valuable consideration from the erstwhile owner in possession of the said land one Sri Hari Prasad Sharma, Son of Chhabilal Sharma through a registered Deed of Conveyance being document No. I- 10945 for the year 1975 registered at the office of the District Sub-Registrar, Jalpaiguri.

**AND WHEREAS** thereafter the above named Kumari Maya Pradhani died intestate leaving behind her husband Sri Ram Bahadur Pradhan and only son named Sri Bishnu Kumar Pradhan, Son of Ram Bahadur Pradhan as her sole legal heirs and successors and as per the provisions of Hindu Succession Act, 1956 after demise of said Kumari Maya Pradhani, her above named legal heirs have jointly inherited the said 0.165 Acre of land in equal share having with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

**AND WHEREAS** thereafter the above named Sri Ram Bahadur Pradhan and Sri Bishnu Kumar Pradhan amicably and mutually partitioned their above mentioned 0.165 Acre of land on 11.12.2006 by executing a Deed of Partition among themselves which was registered at the office of the D.S.R. Jalpaiguri being document No.I-5458 for the year 2006 and in the said deed of partition both the above named Sri Ram Bahadur Pradhan and Sri Bishnu Kumar Pradhan were allotted 0.0825 Acre of land each and the land measuring **0.0825 Acre** allotted to said Sri Bishnu Kumar Pradhan and said Sri Bishnu Kumar Pradhan by virtue of said registered deed of partition had acquired permanent, heritable and transferable right, title and interest along with khas possession therein free from all encumbrances and charges whatsoever. And subsequently said Sri Bishnu Kumar Pradhan had also duly mutated and recorded his name at the concerned B.L. & R.O. office and accordingly L.R. Khatian No.507 has been opened in his name by the said authority.

**AND WHEREAS** thereafter the above named Sri Bishnu Kumar Pradhan on 28.01.2022 sold and transferred his entire aforesaid land measuring 0.0825 Acre unto and in favour of **M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS** (i.e. the Vendor No.5 hereof) through a Deed of Conveyance being document No. I- 1234 for the year 2022 registered at the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri. And by virtue of aforesaid purchase the Vendor No.5 hereof has become the absolute owner in possession of the said land measuring **0.0825 Acre** together with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever. And after purchasing the said 0.0825 Acre of land the above named M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS (i.e. the Vendor No.5 hereof) has already filed application for Mutation before the B.L. & L.R.O. Rajganj in respect of its above purchased land vide Mutation Case No. MN/2023/0701/9216 which is pending as on this date for disposal by the said authority.

**AND WHEREAS** in the aforesaid manner the Vendors hereto referred above have become the absolute co-owners in respect of all that piece or parcel of altogether land measuring **0.2418 Acre** being part of R.S. Plot No.220, corresponding to L.R. Plot No. 17 (area measuring 0.13 Acre) & 21 (area measuring 0.1118 Acre), within Mouza Dabgram, Pargana Baikunthapur, recorded in L.R. Khatian Nos. 496, 497, 498, 499, 500,507 & 508, J.L. No.02, Touzi No.91, Sheet No 12 R.S. corresponding to 63 L.R., within Ward No. XL of Siliguri Municipal Corporation, under the jurisdiction of P.S Bhaktinagar, Dist. Jalpaiguri as fully described in **Schedule –A below** free from all encumbrances and charges whatsoever.

**AND WHEREAS** the above referred land measuring about **0.0655** Acre of the Vendors No. 1 to 3, land measuring **0.0938** Acre of the Vendor No.4 and land measuring **0.0825** Acre of the Vendor No.5 hereof are adjacent to each other and also share common boundary and as such the Vendors No.1 to 4 hereof of these presents and also aforesaid Sri Bishnu Kumar Pradhan have/had mutually agreed to amalgamate their respective plots of land and consequently the Vendors No.1 to 4 hereof of these presents and also aforesaid Sri Bishnu Kumar Pradhan have/had already

jointly signed, executed and affirmed an Affidavit for declaration of amalgamation of their aforesaid plots of land before the Ld. Executive Magistrate, at Siliguri on 26.09.2020 and thereby merged their respective plots of land into a single plot of land which is measuring about **0.2418 Acre** as fully and particularly described in the **Schedule –A below** free from all encumbrances and charges whatsoever.

**AND WHEREAS** the above named Vendors No.1 to 4 being desirous of constructing a residential complex (P + 6 storied building/s) on the aforesaid amalgamated land measuring 0.2418 Acre but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience and in order to avail more open space and common facilities for mutual benefit have finally decided to appoint the Promoter/Developer hereof who is also at present a co-owner of the below schedule-A land, to work as a developer for their respective part of land out of the above referred First Schedule land and accordingly the Vendor No. 1 to 3 hereof and Vendor No.4 hereof have executed two separate Deed of Development in respect of their respective share of land out of the below mentioned Schedule-A land in favour of the Promoter/Developer hereof, being document No. I- 01688 for the year 2020 and I- 03406 for the year 2020 both registered at the office of the A.D.S.R. Bhaktinagar respectively. And thereafter in furtherance of the said two agreements the Vendors No.1 to 4 have also executed two separate General Power of Attorney in favour of Promoter/Developer hereof being document No. I-01694 for the year 2020 and I-03408 for the year 2020, registered at the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri.

**ANDWHEREAS** meanwhile the Vendors/Promoter have obtained a duly sanctioned building plan being No. **SWS-OBPAS/0104/2022/1515 dated 24.11.2022** for Parking Plus Six storied residential building(s) duly sanctioned by Siliguri Municipal Corporation and also named the residential complex as “**PANCHNAI AURA**” and it is pertinent to mention here that in the said process Siliguri Jalpaiguri Development Authority vide its **Memo No. 5308/SJDA Dated 01.03.2021** has also issued Land Use Compatibility Certificate in respect of the said mentioned land. and Fire Safety Certificate issued by Deputy Director, West Bengal Fire and Emergency Services, vide Memo No. FSR/0125186217900017, dated 26.01.2021.

The said Land is earmarked for the purpose of a Parking plus six storied residential cum commercial complex building and the said project shall be known as “**PANCHNAI AURA**”.

- B.** The Vendors/Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the said land on which Project is to be constructed have been completed;
- C.** The Siliguri Municipal Corporation has granted the commencement certificate to construct the Project vide approved plan, bearing Plan No. **SWS-OBPAS/0104/2022/1515 dated 24.11.2022**
- D.** The Vendors/Promoter have obtained the final layout plan approvals for the Project from Siliguri Municipal Corporation. The Vendors/Promoter agree and undertake that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E.** The Vendor shall register the Project under the provisions of the Act with the Real Estate Regulatory Authority as and when the said Authority commences its operations in the State of West Bengal.

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

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

AND WHEREAS the Vendors/Promoter have now firmly and finally decided to sell and have offered for sale to the purchaser/flat measuring about.....sq. ft.( Rera carpet Area)at ..... Floor and Parking Space in the Basement Floor of the building more particularly described in the Schedule-B given herein below, for a valuable consideration of Rs /- (Rupees.....Only).

AND WHEREAS the Purchaser/s being in need of a flat and parking space in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors to the said land, site plan, sanctioned building plan, standard of workman ship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendors/Promoter as fair, reasonable and highest have agreed to purchase from the Vendors/Promoter, the said flat and parking space more particularly described in the **Schedule - B** given herein under with undivided common share or interest in the stairs, roof, open space, toilet, well, overhead tanks and other fittings and fixtures and other common parts, services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities what so ever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs. /- (Rupees.....Only).

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

**NOWTHISINDENTUREWITNESSETHASFOLLOWS :-**

1. That in consideration of a sum of Rs..... /- (Rupees .....Only) paid by the Purchaser/s to the Vendors/Promoter, the receipt of which is acknowledged by the Vendors/Promoter by execution of these presents and grants full discharge to thePurchaser/sfromthepaymentthereofandtheVendors/Promoterdo hereby convey and transfer absolutely the Schedule -B property, to the purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment –of proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/Promoter, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/s and shall have no claim what so ever up on the Vendors/Promoter as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS&UTILITIES.

3. That the purchaser/s shall have all rights, title and interest in the Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Promoter or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors/Promoter with respect to the Schedule-B property shall hence forth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.
4. That the purchaser/s hereby covenant with the Vendors/Promoter not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.
5. That the Vendors/Promoter declare that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendors/Promoter have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.
6. That the Vendors/Promoter do hereby covenant with the purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Promoter proposes to transfer subsists and the Vendors/Promoter have full right and authority to transfer the SCHEDULE-B property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.
7. That the Purchaser/s shall not do any act, deed or thing whereby the construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors/Promoter from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors/Promoters shall have no responsibility or any liability in this respect.
9. That the Vendors/Promoter further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.
10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-B property both at the Office of the B.L. & L.R.O. Matigara and concerned Gram Panchayat and get it numbered as a separate holding and shall pay Panchayat taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out, lease-out the Schedule-B property to whomsoever.
12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/ occupants of the said building.
13. That the Purchaser/s shall have proportionate right, title and interest in the land along with



other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

14. That the Vendors/Promoter will pay up to date Panchayat taxes, land revenue and /or any other charges /dues if any prior to the date of transfer of the Schedule-B property.

15. That the Vendors/Promoter shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property except forum sold portion of the building which shall be borne by the Vendors/Promoter proportionately with all the Purchaser/s unless separately levied upon and charged for.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Apartment owners Association by framing a proper memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments.

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

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

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

20. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Promoter for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Promoter or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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

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

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

24. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Vendors/Promoter and the Purchaser/s or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she shall have the right to move to Court at Siliguri.

### **SCHEDULE 'A'**

#### **(DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS)**

All that piece or parcel of altogether land measuring **0.2418 Acre** being part of R.S. Plot No.220, corresponding to L. R. Plot No. 17 (area measuring 0.13 Acre) & 21 (area measuring 0.1118 Acre), within Mouza Dabgram, Pargana Baikunthapur, recorded in L.R. Khatian Nos. 496, 497, 498, 499, 500,507 & 508, J.L. No.02, Touzi No.91, Sheet No 12 R.S. Corresponding to 63 L.R.. within Ward No. XL of Siliguri Municipal Corporation, under the jurisdiction of P.S Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows:

NORTH	:	Land of Pradip Chowdhury and sold land of Dharam Paul Mittal;
SOUTH	:	Land of Selection Project Pvt. ltd
EAST	:	Land of 33' Haiderpara Main Road
WEST	:	Land of Shyama Devi Agarwal & Others.

### **SCHEDULE- B**

#### **(Description of the property hereby sold)**

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

### **SCHEDULE- C**

#### **(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.

4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayat tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organization for the common purposes.

**SCHEDULE- 'D'**

**(COMMON PROVISIONS AND UTILITIES)**

---

---

1. Entry & Exit
2. Internal Driveway
3. Roof top Green Area
4. Premium Lobby
5. Multi Layer Parking
6. Peripheral Green
7. Staircase, lift and staircase land in go nall floors.
8. Water pump, water tank, water pipes & common plumbing installation.
9. Generator Set,
10. Drainage and sewerage.
11. Boundary wall and main gate.
12. Fire Fighting System.
13. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time

IN WITNESS WHEREOF the Vendors/Promoter do 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 hand Understood personally by the Purchaser/s and the Vendors.

---

VENDORS

2.

---

PURCHASER(S)

---

PROMOTER/DEVELOPER

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

---

Advocate, Siliguri