

**DEED OF CONVEYANCE (SALE)**

One Residential Flat measuring .....Sq.ft. (Rera Carpet Area), .....sq.ft (Super-built up area)in the ..... Floor of a residential Cum- Commercial Building (B + G +3 storied) building named "PANCHNAI GOKULDHAM-II". with a proportionate undivided share in the land on which the same stands.

MOUZA : PANCHNAI  
J.L.NO. : 29(OLD) 27(NEW)  
R.S. PLOT NOS. :  
L.R. PLOT NOS : 373 & 374  
L.R. KHATIANNO. : 4044,4261,4264,4267 & 4236  
Police station : MATIGARA  
DISTRICT : DARJEELING  
CONSIDERATION : Rs. /-

WITHIN THE LIMITS OF GRAM PANCHAYAT AREA

THIS DEED OF SALE IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 202

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)SMT. SHYAMA DEVI AGARWAL, Wife of Late Bhimraj Agarwala, (2)SRI NISITH KUMAR AGARWAL, (3)SRI SUNIL KUMAR AGARWAL, No.2 & 3 are Sons of Late Bhimraj Agarwala, (4)SUNLIGHT TRADECOM PRIVATE LIMITED, [I.T.PAN: AALCS9452N] a private limited company incorporated under the Companies Act, 1956 bearing its certificate of incorporation No.U51900WB2008PTC124192, Dated 17.03.2008, having its office at Mittal Bhawan, Seth Srilal Market, P.O. & P.S. Siliguri, District Darjeeling, and (5)M/S. BISHWAKARMA REAL BUILD, [I.T.PAN: AATFB6241R] a Partnership firm, having its office address at Sevoke Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, Pin- 734001, all are Indian by Nationality, Hindu by religion, No.1 to 3 are residents of “Shyama Kunj”, Punjabi para, Siliguri, within Ward No.XL of Siliguri Municipal Corporation, P.O. Haider para, P.S. Bhaktinagar, District- Jalpaiguri, in the State of West Bengal – hereinafter collectively called the VENDORS. (Which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, successor-in-office, administrators, legal representatives and assigns) of the SECOND PART. [Represented by their duly appointed Constituted Attorney M/S. PANCHNAI REAL ESTATE, a partnership firm, having its office address at Ambadhura, Salbari, Opposite Panchnai Enclave, P.O. Sukna, P.S. Pradhan Nagar, Dist. Darjeeling, in the State of West Bengal, represented by its Partners (1)SRI NISITH KUMAR AGARWAL, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal – (2)SRI CHIRAG AGARWAL, Son of Sri Mohan Kumar Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Narayani Bhawan, 27 Sevoke Road, Near Nanak Complex, Sevoke Road, P.O. & P.S. Siliguri, Dist. Darjeeling, vide General Power of Attorney being no I-05088 for the year 2021, I-05100 for the year 2021, and I-05101 for the year 2021 registered at the office of the A.D.S.R. SILIGURI-II AT BAGDOGRA, Dist. Darjeeling.

AND

M/S. PANCHNAI REAL ESTATE, a partnership firm, having its office address at Ambadhura, Salbari, Opposite Panchnai Enclave, P.O. Sukna, P.S. Pradhan Nagar, Dist. Darjeeling, in the State of West Bengal, represented by its Partner (1) SRI NISITH KUMAR AGARWAL, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal – (2)SRI CHIRAG AGARWAL, Son of Sri Mohan Kumar Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Narayani Bhawan, 27 Sevoke Road, Near Nanak Complex, Sevoke Road, P.O. & P.S. Siliguri, Dist. Darjeeling, 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 BHIMRAJ AGARWALA (since deceased), Son of Late Khyaliram Agarwala, [i.e. the husband/father of the Owners/First Party referred to above] became the absolute owner in possession of all that landed property measuring 2.63 Acres comprising several Plot No.s including L.R. Plot No.373 (area measuring 0.50 Acre), recorded in R.S. Khatian No.2/1, within Mouza- Panchnai, J.L. No. 29 (old) 27 (New), under P.S. Matigara (now Pradhan Nagar), District Darjeeling by virtue of purchase

through a registered Deed of Conveyance being document No.I-2750 for the year 1991 registered at the office of the Sub-Registrar, Siliguri and the said document was executed in his favour by the erstwhile owner in possession of the said concerned land one Sri Ranjit Kumar Dey, Son of Gopal Chandra Dey, and since the date of such purchase said SRI BHIMRAJ AGARWALA (since deceased) had been in actual, khas and physical possession of the aforesaid landed property and by dint of aforesaid purchase said SRI BHIMRAJ AGARWALA (since deceased) had acquired the sole and absolute ownership of the aforesaid land with permanent, heritable and transferable right, title and interest therein which is/was free from all encumbrances and charges whatsoever.

AND WHEREAS while possessing the above purchased land said BHIMRAJ AGARWALA (since deceased) mutated his name at the office of the B.L. & L.R.O. Matigara vide Mutation Case No. 68/IX/RI/CH 2001-2002, dated 28.12.2001 and his name is duly recorded in L.R. Khatian No. 304 of Mouza Panchnai in the District of Darjeeling. Thereafter during his life time said Bhimraj Agarwala had sold and transferred certain portion of land out of his above purchased land and remained in khas possession of his remaining unsold and unutilized land free from all encumbrances and charges whatsoever.

AND WHEREAS subsequently being the owner in possession said Bhimraj Agarwala, Son of Late Khyaliram Agarwala died intestate on 22.05.2012 at Siliguri leaving behind him the following persons as his only legal heirs and successors:

- |                             |       |           |
|-----------------------------|-------|-----------|
| 1) Smt. Shyama Devi Agarwal | ..... | Wife;     |
| 2) Sri Sanjiv Kumar Agarwal | ..... | Son;      |
| 3) Sri Nisith Kumar Agarwal | ..... | Son;      |
| 4) Sri Sunil Kumar Agarwal  | ..... | Son;      |
| 5) Smt. Sangeeta Agarwal    | ..... | Daughter. |

AND WHEREAS according to the provisions of Hindu Succession Act, 1956 the aforementioned legal heirs of said Late Bhimraj Agarwala, have jointly and equally inherited the aforesaid landed property each of them having 1/5<sup>th</sup> undivided share in the same together with permanent, heritable and transferable right, title and interest therein which is/was free from all encumbrances and charges whatsoever.

AND WHEREAS subsequently being the owner of 1/5<sup>th</sup> undivided share of land each, the above named Sri Sanjiv Kumar Agarwal and Smt. Sangeeta Agarwal through two separate indentures have transferred their entire 1/5<sup>th</sup> undivided share in the said landed property unto and in favour of the above named Smt. Shyama Devi Agarwal, Sri Nisith Kumar Agarwal and Sri Sunil Kumar Agarwal by way of Deed of Gift being document No.I-7002 for the year 2013 and I- 6753 for the year 2016, both registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra and by virtue of inheritance as well as the aforesaid two Deed of Gift, the above named Smt. Shyama Devi Agarwal, Sri Nisith Kumar Agarwal and Sri Sunil Kumar Agarwal (i.e. the Owners/First Party hereto referred above) became the absolute co-owners in khas possession of remaining unsold/unutilized land which is presently measuring about 0.40 Acres in L.R. Plot No. 373 as described in the Schedule below having permanent,

heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever. The said 0.40 Acres of Land has also been duly mutated in the name of the aforesaid respective Land owners and accordingly new L.R. Khatian being No. 4261, 4264 & 4267 have been opened by the office of the B.L. & L.R.O. Matigara.

(II) WHEREAS the Owner/First Party no 4 hereto referred above has become the absolute owner in khas, actual and physical possession of all that 0.16 Acre of land comprising in L.R. Plot No. 373, within Mouza- Panchnai, J.L. No. 29 (old) 27 (New), under P.S. Matigara (now Pradhan Nagar), District Darjeeling by way of purchase from Sri Pawan Kumar Agarwala through a registered Deed of Conveyance registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra recorded in Book No. I, Volume No.0403-2018, Page from 13406 to 13428 being document No.0650 for the year 2018.

And by virtue of aforesaid registered deed the Owner/First Party hereof has acquired permanent, heritable and transferable right, title and interest in the said land free from all encumbrances and charges whatsoever. And moreover after purchasing of the land as mentioned above the above named Owner/First Party has duly mutated and recorded its name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shiv mandir and accordingly a new L.R. Khatian being No.4044 has been opened in his name by the said authority.

(III) WHEREAS the Owner/First Party No 5 hereto referred above has become the absolute owner in khas, actual and physical possession of all that 0.89 Acre of land comprising in L.R. Plot No.374, recorded in Khatian No.2/1, within Mouza- Panchnai, J.L. No. 29 (old) 27 (New), under P.S. Matigara (now Pradhan Nagar), District Darjeeling by way of purchase from Sri Suraj Kumar Poddar and four others through a registered Deed of Conveyance registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra recorded in Book No.I, Volume No.0403-2018, Page from 131091 to 131128 being document No.06296 for the year 2018. And moreover after purchasing of the land as mentioned above the above named Owner/First Party has duly mutated and recorded its name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly a new L.R. Khatian being No.4236 has been opened in his name by the said authority.

AND WHEREAS in the aforesaid manner the Owner/First Party No.5 hereof has become the absolute owners in khas, actual and physical possession of all that 0.89 Acre of land as mentioned above and more fully and particularly described in the Schedule below, having permanent, heritable and transferable right, title and interest in the said land free from all encumbrances and charges whatsoever.

AND WHEREAS the First Party hereto referred above are the absolute co-owners in respect of all that piece or parcel of altogether land measuring 1.45 Acres appertaining to and forming part of L.R. Plot Nos. 373 & 374, recorded in L.R. Khatian Nos. 4044, 4261, 4264, 4267 & 4236, within Mouza- Panchnai, J.L. No. 29 (old) 27 (New), under P.S. Matigara (now Pradhan Nagar), District Darjeeling free from all encumbrances and charges whatsoever

AND WHEREAS the above referred land measuring about 0.40 Acre of the Vendor No. 1 to 3, land measuring 0.16 Acre of the Vendor No.4 and land measuring 0.89 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 5 hereof of these presents have/had mutually agreed to amalgamate their respective plots of land and consequently the Vendors No.1 to 5 hereof of these presents 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 13.01.2021 and thereby merged their respective plots of land into a single plot of land which is measuring about 1.45 Acre as is fully and particularly described in the Schedule -A below free from all encumbrances and charges whatsoever.

AND WHEREAS the above named Vendors/First Party No.1 to 5 being desirous of constructing a residential Cum- Commercial Building (B + G +3 storied building/s) on the aforesaid amalgamated land measuring 1.45 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 already engaged in construction and development business, to work as a developer for their respective part of land out of the above referred Schedule-"A" land and accordingly the Vendor No. 1 to 3 hereof and Vendor No.1 & 2 to hereof have executed Three 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-04301 for the year 2021, I- 04337 for the year 2021 & I-5087 for the year 2021, all are registered at the office of the A.D.S.R. SILIGURI-II AT BAGDOGRA respectively. And thereafter in furtherance of the said three agreements the Vendors No.1 to 5 have also executed three separate General Power of Attorney in favour of Promoter/Developer hereof being document No. I-05088 for the year 2021, I-05100 for the year 2021, and I-05101 for the year 2021 registered at the office of the A.D.S.R. SILIGURI-II AT BAGDOGRA, Dist. Darjeeling.

AND WHEREAS meanwhile the Vendors/Promoter have obtained a duly sanctioned building plan to construct a commercial cum residential complex (B + G +3 storied building/s) on the Schedule-"A" land being building plan vide Order No.712/MPS/ Planning, dated 30/12/2021, & registration no 669 approved by Matigara Panchayat Samity. And in the process the Vendors/Promoter have also obtained "LAND USE CERTIFICATE (LUC)"issued by the office of the Siliguri Jalpaiguri Development Authority, vide its Memo No. 6363/SJDA dated 30.06.2021 and Fire Safety Certificate issued by Deputy Director, West Bengal Fire and Emergency Services, vide Memo No. FSR/0125186210500037, dated 09.03.2021.

The said Land is earmarked for the purpose of a Basement+ ground + three storied residential cum commercial complex building and the said project shall be known as "PANCHNAI GOKULDHAM-II".

**B. AND WHEREAS** the Vendors/Promoter being desirous of constructing of a Basement, ground Plus three Storied Residential Cum Commercial building on the Schedule-A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, bearing Plan No.712/MPS/Planning, Dated 30.12.2021

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

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

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1. That in consideration of a sum of Rs..... /- (Rupees .....Only) paid by the Purchaser/s to the Vendors/Promoter, the receipt of which is acknowledged by the Vendors/Promoter by execution of these presents and grants full discharge to the Purchaser/s from the payment there of and the Vendors/Promoter do hereby convey and transfer absolutely the Schedule -B property, to the purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.
2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/Promoter, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS &

UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/ and shall have no claim whatsoever upon the Vendors/Promoter as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the purchaser/s shall have all rights, title and interest in the Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Promoter or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors/Promoter with respect to the Schedule-B property shall hence forth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.

4. That the purchaser/s hereby covenant with the Vendors/Promoter not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.

5. That the Vendors/Promoter declare that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendors/Promoter have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.

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

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

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

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

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



11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out, lease- out the Schedule-B property to whomsoever.

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

13. That the Purchaser/s shall have proportionate right, title and interest in the land along withother occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

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

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

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

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

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

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

20. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Promoter for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Promoter or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorizedact 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 supportor causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendors/Promoter shall not be held responsible in any manner whatsoever.

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

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

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

#### SCHEDULE 'A'

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

All that piece or parcel of altogether land measuring 1.45 Acres appertaining to and forming part of L.R. Plot Nos. 373 & 374, recorded in Khatian Nos. 4044, 4261, 4264, 4267 & 4236 (L.R.), within Mouza- Panchnai, J.L. No. 29 (old) 27 (New), under P.S. Matigara (now Pradhan Nagar), District Darjeeling.

The aforesaid land is butted and bounded as follows:

By North : 20 Feet Wide Road, Land of Puran Tamang & Sold Land of Pawan Kumar Agarwala in L.R. Plot No. 373;  
By South : Land of B.R. Real Estate Pvt Ltd & 5.10 mtr wide Road;  
By East : 17 Feet Wide Panchayat Road;  
By West : Land of Biswakarma Real Build & Land of Puran Tamang

#### SCHEDULE 'B'

##### DESCRIPTION OF THE APARTMENT

All that Residential Flat, being Flat No....., on the.....Floor, having carpet area measuring..... square feet, super built-up area measuring ..... square feet, in Block-.... of the building named "PANCHNAI GHOKULDHAM-II" 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)**

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1. Stair case and staircase landing on all floors.
2. Water pump, water tank, water pipes and common plumbing installation
3. Drainage and sewerage.
4. Boundary wall and main gate.
5. Top Roof of the Building
6. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

IN WITNESS WHEREOF the Vendors/Promoter do here unto set their respective hands on the day, month and year first above written.

**WITNESSES:-**

**1.**

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

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VENDORS

2.

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PURCHASER(S)

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PROMOTER/DEVELOPER

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

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Advocate, Siliguri