

AGREEMENT TO SALE

THIS INDENTURE IS MADE ON THIS ____ DAY OF

_____, 2021

B E T W E E N

1. **SRI KANAI LAL BAZAZ**, son of Late Magarmal Bazaz, Indian by Nationality, Hindu by faith, Business by occupation, Resident of Jagadish Chandra Sarkar Lane, Kumardangi, P.O. and P.S.- Raiganj, District-Uttar Dinajpur, PIN-733134, in the State of West Bengal,

2. **SRI CHANDAN KUMAR BAJAJ**, son of Sarbendu Kumar Bajaj, Indian by Nationality, Hindu by faith, Business by occupation, Resident of Thana Gali, Ukilpara, P.O. and P.S.- Raiganj, District-Uttar Dinajpur, PIN-733134, in the State of West Bengal,

3. **SRI NARAYAN KALYANI**, son of Dindayal Kalyani, Indian by Nationality, Hindu by faith, Business by occupation, Resident of Bandar Kalibari Road, P.O. and P.S.-Raiganj, District-Uttar Dinajpur, PIN-733134, in the State of West Bengal,

4. **SRI KRISHNA KALYANI**, son of Dindayal Kalyani, Indian by Nationality, Hindu by faith, Business by occupation, Resident of Bandar Kalibari Road, P.O. and P.S.-Raiganj, District-Uttar Dinajpur, PIN-733134, in the State of West Bengal and

5. **SRI PREM KUMAR AGARWAL**, son of Late Gangadhar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, Resident of Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O.- Salugara, P.S.-Bhaktinagar, District- Jalpaiguri, PIN-734008, in the State of West Bengal,

hereinafter called the "**VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**". (I.T. PAN- ACVPB4152H, AGIPB8155H, AFMPK9019A, AFJPK5242G and AGIPA6182D)

A N D

_____, a _____ company/firm registered under the _____, having its registered Office at _____, in the State of West Bengal, represented by its _____, son of _____, Indian by Nationality, Hindu by Religion, Business by Occupation, Residing at _____, in the State of West Bengal, hereinafter called the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**SECOND PART**".

AND

PRM REAL ESTATE PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Incorporation No.U70101WB2007PTC112485, Dated 10-01-2007, having its Office at 4th Floor, Jeevandeep Building, 4th Mile, Sevoke Road, Siliguri, P.O.- Salugara, P.S.- Bhaktinagar, District- Jalpaiguri, PIN- 734008, in the State of West Bengal, represented by its Director — **SRI UMANG MITTAL**, son of Sri Prem Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O.- Salugara, P.S.-Bhaktinagar, District-Jalpaiguri, PIN- 734008, in the State of West Bengal, hereinafter called the, hereinafter called the "**DEVELOPER / CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assigns) of the "**THIRD PART**". (I.T. PAN- AACCV4148F).

AND

1. **SRI KANAI LAL BAZAZ**, son of Late Magarmal Bazaz, 2. **SRI CHANDAN KUMAR BAJAJ**, son of Sarbendu Kumar Bajaj, 3. **NARAYAN KALYANI**, son of Dindayal Kalyani, 4. **SRI KRISHNA KALYANI**, son of Dindayal Kalyani and 5. **SRI PREM KUMAR AGARWAL**, son of Late Gangadhar Agarwal (The Vendors of these present), are being represented by and through their Constituted Attorney - **SRI UMANG MITTAL**, son of Sri Prem Kumar Agarwal, by virtue of General Power of Attorney, executed on 05-10-2020, being Document No.8236 for the year 2020, entered in Book-I, Volume No.1801-2020, Pages 166596 to 166642, registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

I. A) WHEREAS Sri Netram Agarwal, son of Late Chuni Lal Agarwala, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.5033 Acres, forming part of R.S. Plot No.319, recorded in R.S. Khatian No.74, situated within Mouza- Barua, J. L. No.152, Police Station - Raiganj, District-Uttar Dinajpur, unto and in favour of i) Sri Bajrang Lal Agarwala, ii) Sri Jhabarmal Agarwala, both sons of Late Mahadeb Lal Agarwala and iii) Sri Bal Krishan Agarwala, son of Late Nagarmal Agarwala, by virtue of Sale Deed, Dated 18-03-1959, being Document No.4594 for the year 1959, entered in Book-I, Volume No.53, Pages 9 to 11, registered in the Office of the Dist. Sub-Registrar, West Dinajpur.

B) AND WHEREAS by virtue of the aforesaid Sale Deed, abovenamed Sri Bajrang Lal Agarwala, Sri Jhabarmal Agarwala and Sri Bal Krishan Agarwala, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.5033 Acres (each having undivided 1/3rd share in it), having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Sri Jhabarmal Agarwala and Sri Bal Krishan Agarwala, thereafter had transferred for valuable consideration and made over physical possession of their undivided 2/3rd share in the aforesaid land measuring 0.5033 Acres, unto and in favour of Sri Banwari Lal Saraf, Sri Omprakash Saraf and Sri Jugal Kishore Saraf, all sons of Sri Bajrang Lal Agarwala alias Saraf, by virtue of two separate Sale Deeds, both deeds presented for registration on 27-03-1971, being Document Nos.4759 and 4760 for the year 1971, entered in Book-I, Volume No.48, Pages 146 to 148 and 149 to 151, both the Deeds registered in the Office of the Sub-Registrar, Raiganj.

D) AND WHEREAS abovenamed Bajrang Lal Agarwala alias Saraf, died intestate leaving behind his sons-Sri Banwari Lal Saraf, Sri Omprakash Saraf and Sri Jugal Kishore Saraf, as his only legal heirs to inherit his undivided 1/3rd share in the aforesaid land measuring 0.5033 Acres.

II. AND WHEREAS by virtue of the aforesaid two separate Sale Deeds, being Document Nos.4759 and 4760 for the year 1971 and by way of inheritance, abovenamed Sri Banwari Lal Saraf, Sri Omprakash Saraf and Sri Jugal Kishore Saraf, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.5033 Acres (each having undivided 1/3rd share in it) and the said land was recorded in their names in the record of rights, with respect to an area of 0.50 Acres, in L.R. Khatian Nos.914, 223 and 1262, respectively, comprising of L.R. Plot No.2864, having permanent, heritable and transferable right, title and interest therein.

III. A) AND WHEREAS abovenamed Sri Jugal Kishore Saraf, thereafter had transferred and made over physical possession of his 50% share out of his undivided 1/3rd share in the aforesaid land measuring 0.50 Acres (which measures 0.0833 Acres), unto and in favour of his natural brother - Sri Banwari Lal Saraf, by virtue of Gift Deed, Dated 13-09-2007, being Document No.2623 for the year 2007, registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

B) AND WHEREAS abovenamed Sri Jugal Kishore Saraf, thereafter had also transferred and made over physical possession of his 50% share out of his undivided 1/3rd share in the aforesaid land measuring 0.50 Acres (which measures 0.0833 Acres), unto and in favour of his natural brother - Sri Omprakash Saraf, by virtue of Gift Deed, Dated 13-09-2007, being

Document No.2624 for the year 2007, registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

IV. A) AND WHEREAS by virtue of the aforesaid two separate Sale Deeds, being Document No. 4759 and 4760 for the year 1971, by way of inheritance and by virtue of the aforesaid Gift Deed, being Document No.2623 for the year 2007, abovenamed Sri Banwari Lal Saraf, became the sole, absolute and exclusive owner of all that undivided 1/7 (one-half) share in the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by virtue of the aforesaid two separate Sale Deeds, being Document Nos.4759 and 4760 for the year 1971, by way of inheritance and by virtue of the aforesaid Gift Deed, being Document No.2624 for the year 2007, abovenamed Sri Omprakash Saraf, became the sole, absolute and exclusive owner of all that undivided 1/7 (one-half) share in the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

V. A) AND WHEREAS abovenamed Sri Banwari Lal Saraf, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.16835 Acres out of his share in the aforesaid land, unto and in favour of his natural brother- Sri Omprakash Saraf, by virtue of two separate Gift Deeds, both Dated 13-06-2008, being Document Nos.2503 and 2507 for the year 2008, entered in Book-I, CD Volume No.7, Pages 563 to 584 and 619 to 628, respectively, registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

B) AND WHEREAS abovenamed Sri Omprakash Saraf, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.16835 Acres out of his share in the aforesaid land, unto and in favour of his natural brother - Sri Banwari Lal Saraf, by virtue of two separate Gift Deeds, both Dated 13-06-2008, being Document No.2504 and 2526 for the year 2008, entered in Book-I, CD Volume No.7, Pages 585 to 606 and 872 to 881, respectively, registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

VI. A) AND WHEREAS by virtue of the aforesaid two separate Sale Deeds, being Document No.4759 and 4760 for the year 1971, by way of inheritance and by virtue of three separate Gift Deeds, i) being Document No.2624 for the year 2007, ii) being Document No.2503 for the year 2008 and iii) being Document No.2507 for the year 2008, abovenamed Sri Omprakash Saraf, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.25 Acres out of the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by virtue of the aforesaid two separate Sale Deeds, being Document No.4759 and 4760 for the year 1971, by way of inheritance and by virtue of three separate Gift Deeds, i) being Document No.2623 for the year 2007, ii) being Document No.2504 for the year 2008 and iii) being Document No.2526 for the year 2008, abovenamed Sri Banwari Lal Saraf, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.25 Acres out of the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

VII. AND WHEREAS abovenamed Sri Omprakash Saraf and Sri Banwari Lal Saraf, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.50 Acres, unto and in favour of - **SRI KANAI LAL BAZAZ, SRI CHANDAN KUMAR BAJAJ, SRI NARAYAN KALYANI, SRI KRISHNA KALYANI and SRI PREM KUMAR AGARWAL** , by virtue of two separate Sale Deeds, i) executed on 04-06-2019, being Document No.6400 for the year 2019, entered in Book-I, Volume No.1801-2019, Pages 127837 to 127860 and ii) executed on 14-06-2019, being Document No.6835 for the year 2019, entered in Book-I, Volume No.1801-2019, Pages 130056 to 130082, both the deeds registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

VIII. AND WHEREAS Sri Sib Sankar Agarwala, son of Late Hazarilall Agarwala, had transferred and made over physical possession of all that piece or parcel of land measuring 54.09 Kathas, forming part of L.R. Plot No.2857, recorded in L.R. Khatian No.2094, situated within Mouza- Barua, J.L. No.152, P.S.- Raiganj, in the District of Uttar Dinajpur, unto and in favour of his brother- Sri Gouri Sankar Agarwala, son of Late Hazarilall Agarwala, by virtue of seven separate Gift Deeds, all Executed on 06-09-2005, i) being Document No.170 for the year 2006, entered in Book-I, Volume No.6, Pages 80 to 85, ii) being Document No.171 for the year 2006, entered in Book-I, Volume No.6, Pages 86 to 90, iii) being Document No.172 for the year 2006, entered in Book-I, Volume No.6, Pages 91 to 96, iv) being Document No.173 for the year 2006, entered in Book-I, Volume No.6, Pages 97 to 101, v) being Document No.174 for the year 2006, entered in Book-I, Volume No.6, Pages 102 to 107, vi) being Document No.175 for the year 2006, entered in Book-I, Volume No.6, Pages 108 to 112 and vii) being Document No.221 for the year 2006, entered in Book-I, Volume No.7, Pages 198 to 203, registered in the Office of the A.D.S.R. Sadar Raiganj, Dist.-Uttar Dinajpur.

IX. AND WHEREAS by virtue of the aforesaid seven separate Gift Deeds, abovenamed Sri Gouri Sankar Agarwala, son of Late Hazarilall Agarwala, became the sole, absolute and exclusive owner of the aforesaid land

measuring 54.09 Kathas and the said land was recorded in his name in the record of rights, in L.R. Khatian No.4096, forming part of L.R. Plot No.2857, situated within Mouza- Barua, J.L. No.152, P.S.- Raiganj, in the District of Uttar Dinajpur, having permanent, heritable and transferable right, title and interest therein.

X. AND WHEREAS abovenamed Sri Gouri Sankar Agarwala, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.2728 Acres out of the aforesaid land, unto and in favour of — **SRI KANAI LAL BAZAZ, SRI CHANDAN KUMAR BAJAJ, SRI NARAYAN KALYANI, SRI KRISHNA KALYANI** and **SRI PREM KUMAR AGARWAL**, by virtue of Sale Deed, executed on 28-12-2019, being Document No.14103 for the year 2019, entered in Book-I, Volume No.1801-2020, Pages 1269 to 1289, registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

XI. A) AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, i) being Document No.6400 for the year 2019, ii) being Document No. 6835 for the year 2019 and iii) being Document No.14103 for the year 2019, abovenamed **SRI KANAI LAL BAZAZ, SRI CHANDAN KUMAR BAJAJ, SRI NARAYAN KALYANI, SRI KRISHNA KALYANI** and **SRI PREM KUMAR AGARWAL** (The Vendors of these presents), became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.7728 Acres and the said land was recorded in their names in the record of rights, in L.R. Khatian Nos.4296, 4300, 4467, 4297, 4303, 4466, 4298, 4304, 4469, 4299, 4305, 4468, 4306, 4310 and 4479, comprising in L.R. Plot No.2864 and 2857, more particularly described in the Schedule-A given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

I) AND WHEREAS abovenamed Sri Kanai Lal Bazaz, (The Vendor No.1 of these presents) is the sole, absolute and exclusive owner of all that undivided 20% share in the Schedule-A land.

II) AND WHEREAS abovenamed Sri Chandan Kumar Bajaj (The Vendor No.2 of these presents) is the sole, absolute and exclusive owner of all that undivided 20% share in the Schedule-A land.

III) AND WHEREAS abovenamed **Sri Narayan Kalyani** and **Sri Krishna Kalyani** (The Vendor Nos.3 and 4 of these presents) are the sole, absolute and exclusive owners of all that undivided 30% share in the Schedule-A land.

IV) AND WHEREAS abovenamed **Sri Prem Kumar Agarwal** (The Vendor No.5 of these presents) is the sole, absolute and exclusive owner of all that

undivided 30% share in the Schedule-A land.

AND WHEREAS the Vendors being desirous of constructing a building on the Schedule-A land and to put their scheme and contemplation into action had entered into an Development Agreement with **PRM REAL ESTATE PRIVATE LIMITED** (hereinafter called the Confirming Party), to promote the said building on the Schedule-A land and the said agreement was executed on 05-10-2020, being Document No.7728 for the year 2020, entered in Book-I, Volume No.1801-2020, Pages 162070 to 162147, registered in the Office of the District Sub-Registrar, Uttar Dinajpur.

AND WHEREAS the Confirming Party is constructing the said building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Plan No. OCT12/N/CB/PWD-11/RM/2020-21, Dated 11/12/2020, approved from for Raiganj Municipality.

AND WHEREAS the said building is to be divided into several independent units/premises/parking space along with the common facilities.

AND WHEREAS the Vendors / Confirming Party have formulated a scheme to enable a person/party intending to 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 Developer out of its allocation as per the aforesaid development agreement, being Document No. 7728 for the year 2020, have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Space measuring 11250 square feet at Lower Ground Floor and Space measuring 4993 square feet at Upper Ground Floor of the building named "**PRM MARKET CITY**", more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of **Rs. _____/- (Rupees _____ only) plus applicable Goods and Service Tax ("GST")**.

AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendors to the said land, site plan, sanctioned building plan, Agreement with the Developer, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendors/Developer as fair, reasonable and highest have agreed to purchase from the Vendors/Developer, the Schedule-B property with undivided common share or interest in the stairs and open space, bore well 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 with other common shares for a valuable consideration of **Rs. _____/- (Rupees _____ only) plus applicable GST.**

AND WHEREAS the total price above excludes Taxes (consisting of tax paid or payable by the Purchaser by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the Shop.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Vendor shall be increased/reduced based on such change / modification.

AND WHEREAS the Vendors have also requested the Purchaser to make the payment of the Schedule - B property to the Developer/Confirming Party of these presents.

AND WHEREAS the parties hereto have agreed to execute in writing the terms and conditions of the agreement to avoid any future disputes and/or misunderstandings.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendors / Confirming Party hereby agree to sell and transfer unto the Purchaser/s the Schedule-B property and the Purchaser/s hereby agree/s to purchase the same for a valuable consideration of **Rs. _____/- (Rupees _____ only) plus applicable GST.**

2. That in pursuance of the aforesaid offer, acceptance and agreement, the Purchaser/s has/have this day paid to the Vendors / Confirming Party a sum of **Rs. _____/- (Rupees _____ only) plus applicable GST** as booking amount/ earnest / advance / baina money (not to exceed 10% [ten percent] of the total agreement value), the receipt of which is acknowledged by execution of these presents.

3. That the Purchasers shall pay the amount as follows**:-

At the time of signing this Agreement	Rs. _____/- (Rupees only) plus applicable GST.
By _____ 2021	Rs. _____/- (Rupees only) plus applicable GST.
Balance amount (plus applicable GST) to be paid at the time of registration of this Agreement or by _____ 2021 (whichever is earlier).	

***Subject to change in order to suit the requirements of respective parties hereto.*

4. That the Vendors / Confirming Party shall handover the possession of the Schedule-B property after receiving full and final payment, as well as registration of the Schedule-B property.

5. That the consideration amount of the Schedule-B property shall be accordingly adjusted in case of deviation in the measurement of the Schedule-B property.

6. That the necessary Deed of Conveyance shall be executed by the Vendors / Confirming Party in favour of the Purchaser/s and/or his / her / their nominee/s on receiving full payment from the purchaser/s.

7. That the registration fee, stamp duty and allied expenses of the Schedule-B property shall be borne by the Purchaser/s.

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

9. That the Purchaser/s will obtain his / her / their own independent electric connection from the W.B.S.E.D.C. Ltd., Raiganj 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 / Confirming Party shall have no responsibility in this respect.

10. That in case of default in payment of balance amount within the stipulated period as aforesaid or in observance and compliance of any of the terms and conditions contained herein, the Vendors / Confirming Party shall be at liberty to terminate this agreement and forfeit 10% (ten percent) of the

total agreement value and shall be at liberty to dispose of the Schedule-B property in such manner and to such person as they may think fit and the Purchaser/s shall not be entitled to question or dispute such sale by the Vendors / Confirming Party any ground whatsoever or claim any amount whatsoever on this account.

11. That if the Vendors / Confirming Party avoid/s, neglect/s and/or fails to perform the acts as stipulated and/or accept the balance amount of the consideration and execute and register the necessary Sale Deed in favour of the Purchaser/s and/or his/her/their nominee/s with respect to the Schedule-B property, then the Purchaser/s shall be entitled to compel the Vendors / Confirming Party to receive the balance amount and execute and register necessary legal Sale Deed through the process of law and the Vendors/ Confirming Party shall be liable for the entire cost of the suit together with all damages.

12. That the Vendors / Confirming Party will pay upto date taxes, land revenue and/or any other charges/dues if any and will obtain all necessary permissions from competent authority/ies and shall make the Schedule-B property free from all encumbrances, charges, liens, attachments, lispendences, mortgages and all or any other liabilities whatsoever, if any, for clear title and marketability of the Schedule-B property. The purchaser/s shall have no responsibility in this respect.

13. That the Vendors / Confirming Party 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 / Confirming Party proportionately with all the Purchaser/s unless separately levied upon and charged for.

14. That the Vendors / Confirming Party covenant that the property hereby agreed to be conveyed in favour of the Purchaser/s and/or his/her/their nominees are free from all encumbrances whatsoever and in the event of any contrary the Vendors / Confirming Party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in consequence thereof.

15. That the Vendors / Confirming Party further covenant that in case of any defect of title and/or of possession in the Schedule-B property then the Vendors / Confirming Party shall return back the entire earnest/baina money (excluding applicable GST) including further payment if any made together with an interest @ prime lending rate + 2% (two percent) only p.a. to the Purchaser/s.

16. That each party hereto confirms that in case of any default or breach of any of the provisions stated herein occurring on its part, then such defaulting party/ party in breach shall be liable to pay a penalty amount bearing an interest @ prime lending rate + 2% (two percent) only p.a. to the other party.

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

18. That after registration of the Schedule-B property the Purchaser/s shall has/have the right to get his/her/their name/s mutated with respect to the said Schedule-B property both at the Office of the B.L. & L.R.O. and at the Municipality and taxes as may be levied upon him/her/them by the concerned authority from time to time.

19. 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 he / she /they intend/s to after registration of the same in his/her/their favour.

20. 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.

21. 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.

22. 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, choukidar, etc. as will be determined by the Vendors / Confirming Party 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.

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

24. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES within time allowed by the Vendors / Confirming Party or the 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 / Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendors / Confirming Party or the Association in consequence thereof.

25. That if the maintenance charges are unpaid for 90 days then in that event the Vendors / Confirming Party shall also be at liberty to disconnect all common services attached to the Purchaser/s unit such as water supply, electricity connection and other common facilities etc. till the Purchaser/s makes the payment of all such dues altogether with interest.

26. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors / Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors / Confirming Party shall be entitled to remove unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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

28. That the Purchaser/s shall:

a) co-operate with the Vendors / Confirming Party / Owners' Association in the management and maintenance of the common portions of the building.

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

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

d) not decorate or paint or otherwise alter the colour scheme of the exterior of the said unit or the building or the common portions.

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

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

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

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

29. That the Purchaser/s shall not be entitled to park any vehicle in the common area, open space and passage within the said building complex.

30. That the Purchaser/s hereby covenants with the Vendors / Confirming Party that he/she/they shall have no claim upon the Vendors / Confirming Party as to the construction, quality of materials used or standard of workmanship in the construction thereof including the foundation of the building and/or development, installation, erection and construction of common provisions and utilities.

31. That the Purchaser/s shall also pay the requisite GST and also comply with statutory laws, requisitions or notifications which will be applicable to the Schedule-B property or any part of and keep the Vendors saved harmless and indemnified in respect thereof.

32. 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 Vendors / Confirming Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she shall have the right to move to Court at Raiganj.

*(*Any other terms and conditions are as per contractual understanding between the Parties. However, such additional terms and conditions shall not be in derogation of or inconsistent with the terms and conditions set out above or the applicable statute and the rules and regulations made thereunder*).*

SCHEDULE-A

All that piece or parcel of vacant Bastu land measuring 0.7728 Acres, situated within Mouza- Barua, J.L. No.152, P.S.- Raiganj, Ward No.2 (New) of Raiganj Municipality, located in the Road Zone — Siliguri More to Asha Talkies More, in the District of Uttar Dinajpur.

L.R. Khatian No.	L.R. Plot No.	Area of Land
4296	2864	0.0802 Acres
4300	2864	0.0198 Acres
4297	2864	0.0802 Acres
4303	2864	0.0198 Acres
4298	2864	0.0602 Acres
4304	2864	0.0148 Acres
4299	2864	0.0602 Acres
4305	2864	0.0148 Acres
4306	2864	0.0298 Acres
4310	2864	0.1202 Acres
4467	2857	0.0546 Acres
4466	2857	0.0546 Acres
4469	2857	0.0409 Acres
4468	2857	0.0409 Acres
4479	2857	0.0818 Acres
Total :-		0.7728 Acres

The said land is bound and butted as follows:

- North Land of Sharmila Bhattar and Others,
South Land of Gouri Sankar Agarwala,
East 40 feet wide N.S. Road,
West Land of Gouri Sankar Agarwala.

SCHEDULE-B

All that Space measuring 11250 square feet at Lower Ground Floor and Space measuring 4993 square feet at Upper Ground Floor of the building named "**PRM MARKET CITY**", together with undivided proportionate share in the Schedule-A land on which the said building stands, forming part of L.R. Plot No. 2864, recorded in L.R. Khatian Nos. 4296, 4300, 4297, 4303, 4298, 4304, 4299, 4305, 4306 and 4310, L.R. Plot No. 2857, recorded in L.R.

Khatian Nos. 4467, 4466, 4469, 4468 and 4479, situated within Mouza-Barua, J.L. No.152, P.S.- Raiganj, Ward No.2 (New) of Raiganj Municipality, located in the Road Zone — Siliguri More to Asha Talkies More, in the District of Uttar Dinajpur.

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 only the common portions of the building.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Applicable tax, water tax, and other levies in respect of the common premises and the common portions of 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 organisation for the common purposes.

SCHEDULE - D

(COMMON PROVISIONS AND UTILITIES)

1. Staircase, lift and staircase 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. High-Side fire-fighting equipment.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE SIGNATURES ON THESE PRESENTS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1.

2.

VENDORS

PURCHASER/S

CONFIRMING PARTY