

DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF
_____, 2021.

2 :

B E T W E E N

_____, son of _____, 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, 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 assignees) of the " FIRST PART ". (I.T. PAN - AGIPB8155H)

A N D

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

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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 assignees) of the " SECOND PART ". (I.T. PAN- ACVPB4152H, AGIPB8155H, AFMPK9019A, AFJPK5242G and AGIPA6182D)

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 " DEVELOPER / **CONFIRMING PARTY** " (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assignees) of the " THIRD PART ".(I.T. PAN- AACCV4148F)

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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.

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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 $2/3^d$ 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 $1/3^d$ 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 $1/3^d$ 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 $1/3^d$ 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.

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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 $\frac{1}{3}$ ^d 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 Nos.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 $\frac{1}{2}$ (one-halg 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 $\frac{1}{2}$ (one-halg 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.

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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 Nos.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 Nos.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 Nos.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.

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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 Nos.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 Nos.2864 and 2857, more particularly described in the Schedule-A given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

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B) 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.

XII. 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 under certain terms and conditions with PRM REAL ESTATE PRIVATE **LIMITED** to promote / construct the said building on the Schedule-A land and the said Development 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.

XIII. AND WHEREAS the character / classification of the Schedule-A land stands converted from _____ to _____ vide Order / Memo No. _____ dated _____ issued by the Office of the _____ Land & Land Reforms Officer,

XIV. AND WHEREAS the Developer / 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. _____ Dated _____ approved from _____ for _____ Storied Building.

XV. AND WHEREAS the Vendors and the Developer have formulated a scheme to enable a person/party intending to have his/her/their own unit or premises in the said building alongwith 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.

XVI. AND WHEREAS the said building is divided into several independent units / premises / parking spaces alongwith the common facilities.

XVII. AND WHEREAS the Developer out of its allocation as per the aforesaid Development Agreement, being Document No. 7728 for the year 2020, has now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Commercial Space measuring _____ sq. ft. at _____ Floor and all that Commercial Space measuring _____ sq. ft. at _____ Floor of the said building along with undivided proportionate share and interest in the Schedule-A land on which the said building stands, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs. _____/- (Rupees _____ only).

XVIII. AND WHEREAS the Purchaser/s being in need of 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, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Vendors / Developer as fair, reasonable and highest has/have agreed to purchase from the Vendors / Developer the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, 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).

XIX. AND WHEREAS the Vendors / Developer have 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 at a consideration of Rs. _____/- (Rupees _____ only) under the conditions mentioned hereinunder.

XX. AND WHEREAS the Vendors have requested the Purchaser/s to make the payment of the consideration in favour of the Developer / Confirming Party.

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 / Developer, by Cheques/RTGS, the receipt of which is acknowledged by the Vendors / Developer by the execution of these presents and the Vendors / Developer do hereby grant full discharge to the Purchaser/s from the payment thereof and the Vendors / Developer doth hereby convey/s and transfer/s absolutely the Schedule-B property to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Government of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the COMMON PORTIONS & AREAS and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinunder) and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and has / have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors / Developer 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.

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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 / Developer or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors / Developer with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant/s with the Vendors / Developer not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit.

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

6. That the Vendors / Developer 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 reasonably good and effectual and the interest which the Vendors / Developer propose/s to transfer subsists and the Vendors / Developer have / has full right and authority to transfer the Schedule - B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

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7. 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 / Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., _____ 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 / Developer shall have no responsibility or any liability in this respect.

9. That the Vendors / Developer further undertake/s to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest to the Purchaser/s of the Schedule-B 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 at the Office of the B.L. & L.R.O., the Municipal Corporation and / or at any other Office / Department and get it numbered as a separate holding and shall pay municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

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

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

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

16. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the building management agency appointed by the Vendors / Developer on collection of maintenance fee / charges from unit / premise / parking space owners.

The owners and occupants of different units / premises / parking spaces reserve their right to form and constitute an 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 units / premises / parking spaces and as soon as the owners and occupants form and constitute such Association, all the rights and liberties as well as the duties and obligation of the said building management agency in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Owners' Association. That the said vesting shall be effective after the determination of any / all existing contracts entered by and between the said agency and the Vendors / Developer.

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

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

18. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given hereinunder) within time allowed by the said building management agency or the Owners' Association, the Purchaser/s shall be liable to pay interest at the prime lending rate plus 2% (two percent) only per annum compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the said building management agency or the Association acting at the relevant time for any loss or damage suffered by the said building management agency or the Association in consequence thereof.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors / Developer for the purpose of road, landings, stairs, driveway, lobby or other community purpose/s and in the event of encroachment, the Vendors / Developer 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.

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

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

22. That the Purchaser/s shall

a) so-operate with the Vendors / Developer / said building management agency in the management and maintenance of the common portions of the building.

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

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

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

e) not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendors / Developer 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 Schedule-B property and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser/s.

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

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.

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

24. 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 / Developer or the other occupiers of the building or the building management agency out of or in connection with the interpretation or implementation of this Indenture, the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of a sole arbitrator to be mutually appointed by the disputing Parties. The arbitration shall be held at Jalpaiguri and all proceedings shall be conducted in English. The arbitration award shall be rendered in English and be made by the arbitrator in writing and shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The cost of the arbitration proceedings shall be borne by the parties on equal sharing basis subject to the arbitration award.

SCHEDULE-A

All that piece or parcel of 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 Commercial Space measuring _____ Sq. ft. (Super Built-up Area) at ___ Floor and all that Commercial Space measuring _____ Sq. Ft. (Super Built-up Area) at ___ 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 and 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 PROVISIONS AND UTILITIES)

1. Stair case, lift and stair case landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. High Side Fire Fighting Equipment.
5. Drainage and sewerage.
6. Boundary wall and main gate.

SCHEDULE - D

(COMMON EXPENSES)

1. All expenses incurred for maintaining, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and common areas in the building including the outer walls of the building.
2. All expenses related to operating all machinery, lift, equipment and installations comprised in the common portions including water pumps, generators including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments & 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, sweeper, plumber, electrician and other maintenance staff/s.
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-purchasers 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/s).
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 accumulated for the common purpose and relating to common use and enjoyment of the common portions thereof.
10. All other expenses and/or outgoings as are incurred by the Vendors/ Confirming Party the service organization for the common purposes.

23 :

IN WITNESSES WHEREOF THE CONSTITUTED ATTORNEY OF THE VENDORS AND THE AUTHORISED SIGNATORY OF THE DEVELOPER / CONFIRMING PARTY IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

1.

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

VENDORS

2.

CONFIRMING PARTY

Drafted as per the instruction of the parties and printed in the Office of Kamal Kumar Kedia & Associates, Siliguri.

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

Rahul Kedia
Advocate, Siliguri.
E.No.F/1379/1449/2017.