

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____, 2019 (TWO THOUSAND NINETEEN)

BETWEEN

BUILDWORTH DEVELOPERS, [PAN – AATFB0552D] A Partnership Firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at 6, Lyons Range, Unit No. 2, 5TH Floor, Kolkata, P.O - GPO, P.S. – Hara Street, Pin – 700001, Dist. Kolkata, in the State of West Bengal, represented by its Partner – **Sri Manish Kumar Agarwal, [PAN – AEFPA5395F & AADHAAR – 613966649865]**, S/o Sri Durga Prasad Agarwal, Hindu by religion, Business by occupation, Indian by citizenship, residing at 427, Khalpara, Nehru Road, P.O. Siliguri Bazar, P.S. Siliguri, Pin – 734005, District Darjeeling, in the State of West Bengal -- hereinafter called the “**VENDOR / FIRST PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context its partners, office bearers, successors in office, executors, administrators, legal representatives and/or assigns) of the “**FIRST PART**”.

AND

_____, [PAN - _____], S/o _____, _____ by Religion, _____ by occupation, Indian by citizenship, residing at _____ P.O - _____, P.S - _____, Pin _____, Dist - _____, in the State of _____ --- hereinafter called the “**PURCHASER (S) / SECOND PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assigns) of the “**SECOND PART**”.

WHEREAS:-

Unless in this Indenture, there be something contrary or repugnant to the subject or context :-

A) **VENDOR** shall mean **BUILDWORTH DEVELOPERS, [PAN – AATFB0552D]** A Partnership Firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at 6, Lyons

M/S BUILDWORTH DEVELOPERS
 Manish Kumar Agarwal
 PARTNER

Range, Unit No. 2, 5TH Floor, Kolkata, P.O - GPO, P.S. - Hara Street, Pin - 700001, Dist. Kolkata, in the State of West Bengal, represented by its Partner - Sri Manish Kumar Agarwal, [PAN - AEFPA5395F & AADHAAR - 613966649865], S/o Sri Durga Prasad Agarwal, Hindu by religion, Business by occupation, Indian by citizenship, residing at 427, Khalpara, Nehru Road, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, District Darjeeling, in the State of West Bengal.

B) PURCHASER/S shall _____ [PAN - _____], S/o _____, _____ by Religion, _____ by occupation, Indian by citizenship, residing at _____ P.O - _____, P.S - _____, Pin _____, Dist - _____, in the State of _____

C) PREMISES / BUILDING shall mean all that B+12 Storied Building brick - built and premises TOGETHERWITH the piece and parcel of revenue redeemed land thereunto belonging whereon or on part whereof the same is would erect and building containing an area measuring 99.57 Kathas or 1.643 appertaining to and forming a part of R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri morefully and wherever the context so permits or intends shall including the building thereon.

D) PLAN shall mean the plan being No. 490 dated 19/06/2019 , comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri.

E) UNIT shall mean one Flat and Garage, as also any flat with garage or car parking space if any, forming such as unit within the building would erect situated

at Sevoke Road, Opposite Sona Petrol Pump, P.O. Salugara, P.S. Bhaktinagar, comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. Khatian No. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri.

F) UNDIVIDED SHARE shall mean the undivided impartibly proportionate share in the land comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof in fact.

G) COMMON AREAS AND INSTALLATION shall mean those of the common area and facilities mentioned and specified in the **THIRD SCHEDULE** hereunder written and declared and expressed by the Vendor for common use and enjoyment of Co – owners.

H) COMMON EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the Building and in particular, the Common areas, and Installations and radiation of common services in common of the co- owners, and all other expenses for the common purpose including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the co – owners.

I) CO- OWNERS according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any Unit in the Building, or have agreed to purchase any Unit of the Building, and take lawful possession of any such, unit, and all the unsold Units and /or Units therein possession where of not being parted with by the **VENDOR**.

J) ASSOCIATION shall mean the Association to be formed by all the co – owners as aforesaid for joint core, securities, preservation and maintenance of the said building, all the co – owners being agreement being to join such association or due formation thereof paying proportionately for such purpose.

K) PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE according to the context shall mean.

- i) Where it refers to the share of the Purchaser/s in the lands comprised in the said premises the share of any Purchaser/s therein shall be in the proportion in which the Super built up area of the said unit may be in total area of the lands as contained in the premises as aforesaid whereon the building housing the units as aforesaid, inclusive of the one being the subject matter hereof, remain situate.
- ii) Where it refers to the share of the Purchaser/s in the Common Areas and Installations the share of any Purchaser/s therein shall be in the proportion in which the super built up area of the said unit be to super built up area of all the Unit in the Building the share of the any Purchaser/s in common expenses therefore similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/ or taxes payable as, or under common expenses such share shall be determine on the basis of such rates and/ or taxes as shall be levied their against individually.

I. A) AND WHEREAS one PRASANTA KUMAR ROY, had transferred for valuable consideration and made over physical possession of all that 1/3rd [5175 / 3 = 1725] undivided share in a piece or parcel of total land measuring about 5175 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI SANDIP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar,

Jalpaiguri and recorded in Book No. I, Volume No. 1, Pages 500 to 509, Being No. 109 for the year 1986, absolutely forever.

B) AND WHEREAS one MANGTURAM CHOUDHARY, had transferred all that piece or parcel of land measuring about 1417 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI SANDIP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 1, Pages 5032 to 5044, Being No. 377 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid SANDIP CHOUDHARY, S/o Late Mangtu Ram Choudhary, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1725 Sq. Ft + 1417 Sq. Ft = **3142 Sq. Ft** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

II. A) AND WHEREAS one PRASANTA KUMAR ROY, had transferred for valuable consideration and made over physical possession of all that $1/3^{\text{rd}}$ [$5175 / 3 = 1725$] undivided share in a piece or parcel of total land measuring about 5175 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI KULDIP CHOUDHARY alias SRI KULDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Being No. 110 for the year 1986, absolutely forever.

B) AND WHEREAS one KHARGA NATH ROY & 3 OTHERS, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 13 Kathas 8 Chhatak or 9720 Sq. Ft be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116, 114/352 & 115/355 of Sheet No. 5, recorded in R.S. Khatian No. 845/1,

845/2, 845/3, 845/4, 845/5, 845/6, 845/7 & 845/8, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI KULDIP CHOUDHARY alias SRI KULDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 16, Pages 223 to 230, Being No. 1534 for the year 1989, absolutely forever.

C) AND WHEREAS one SUMITRA CHOUDHARY, had transferred all that piece or parcel of land measuring about 1890 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI KULDIP CHOUDHARY alias SRI KULDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No. 1, Pages 5045 to 5057, Being No. 378 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid **SRI KULDIP CHOUDHARY** alias **SRI KULDEEP CHOUDHARY**, S/o Late Mangtu Ram Choudhary, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1725 Sq. Ft. + 9720 Sq. Ft. + 1890 Sq. Ft. = **13335 Sq. Ft.** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

III. A) AND WHEREAS one PRASANTA KUMAR ROY, had transferred for valuable consideration and made over physical possession of all that $\frac{1}{3}^{\text{rd}}$ [5175 / 3 = 1725] undivided share in a piece or parcel of total land measuring about 5175 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Being No. 108 for the year 1986, absolutely forever.

M/S BUILDWORTH DEVELOPERS
Hemish Kumar Roy
 PARTNER

B) AND WHEREAS one KABINATH ROY & GNAN ROY, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 13 Kathas 8 Chhatak or 9720 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under C.S. / R.S. Plot No. 116, 352 & 355 of Sheet No. 5, recorded in R.S. Khatian No. 845/9 & 845/10, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 16, Pages 215 to 222, Being No. 1533 for the year 1989, absolutely forever.

C) AND WHEREAS one Vijay Kumar Gidra alias Vijay Gidra, had transferred all that piece or parcel of land measuring about 2765 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No. 1, Pages 5058 to 5069, Being No. 379 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1725 Sq. Ft. + 9720 Sq. Ft. + 2765 Sq. Ft. = **14210 Sq. Ft.** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

IV. A) AND WHEREAS one RATAN KUMAR GIDRA, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 2765 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar,

Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Volume No. 38, Pages 345 to 352, Being No. 2812 for the year 2005, absolutely forever.

B) AND WHEREAS one RATAN KUMAR GIDRA, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2813 for the year 2005, absolutely forever.

C) AND WHEREAS one VIJOY KUMAR GIDRA, had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2811 for the year 2005, absolutely forever.

D) AND WHEREAS one MANGTURAM CHOUDHARY, had transferred all that piece or parcel of land measuring about 0.395 acres or 17236.36 Sq. Feet, be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116, 115/355 of Sheet No. 5, recorded in R.S. Khatian No. 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Volume no. 38, pages 359 to 364, Being No. 2814 for the year 2005, absolutely forever.

E) AND WHEREAS one PRAVINA CHOUDHARY , had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2815 for the year 2005, absolutely forever.

F) WHEREAS one PRAVINA CHOUDHARY, had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2816 for the year 2005, absolutely forever.

G) AND WHEREAS one RAM GOPAL AGARWALA & 4 others, had transferred all that piece or parcel of land measuring about 11 Katha 9 Chhatak & 31 Sq. Feet or 8356 Sq. feet, be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/1, 845/3, 845/5, & 845/7, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Rajganj and recorded in Book No. I, Being No.3127 for the year 2006, absolutely forever.

H) AND WHEREAS one SUMITRA DEVI CHOUDHARY , had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub –

E) AND WHEREAS one PRAVINA CHOUDHARY , had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2815 for the year 2005, absolutely forever.

F) WHEREAS one PRAVINA CHOUDHARY, had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2816 for the year 2005, absolutely forever.

G) AND WHEREAS one RAM GOPAL AGARWALA & 4 others, had transferred all that piece or parcel of land measuring about 11 Katha 9 Chhatak & 31 Sq. Feet or 8356 Sq. feet, be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/1, 845/3, 845/5, & 845/7, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Rajganj and recorded in Book No. I, Being No.3127 for the year 2006, absolutely forever.

H) AND WHEREAS one SUMITRA DEVI CHOUDHARY , had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub –

Registrar, Rajganj and recorded in Book No. I, Being No. 2817 for the year 2005, absolutely forever.

I) AND WHEREAS one SABITA AGARWALA, had transferred all that piece or parcel of land measuring about 10 Katha 5 chhatak 14 Sq. Ft. or 7439 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116/179 of Sheet No. 5, recorded in R.S. Khatian No. 701/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 5640 for the year 2006, absolutely forever.

J) AND WHEREAS one VIJOY KUMAR GIDRA, had transferred all that piece or parcel of land measuring about 2765 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2810 for the year 2005, absolutely forever.

AND WHEREAS the aforesaid **DARPAN PUBLICATIONS PRIVATE LIMITED**, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 2765 Sq. ft. + 1895 Sq. Ft. + 1895 Sq. Ft. + 17236.36 Sq. Ft. + 1895 Sq. Ft. + 1895 Sq. Ft. + 8356 Sq. Ft. + 1895 Sq. Ft. + 7439 Sq. Ft. + 2765 Sq. Ft. = **48036.36 Sq. Ft.** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

AND WHEREAS the aforesaid **1. SRI SANDIP KUMAR CHOUDHARY ALIAS SANDIP CHOUDHARY, 2. SRI KULDIP CHOUDHARY ALIAS KULDEEP CHOUDHARY, 3. SRI JAYDIP CHOUDHARY ALIAS JOYDEEP CHOUDHARY**, all are S/O Late Mangtu Ram Choudhary **4. DARPAN PUBLICATIONS INTERNATIONAL LIMITED** [formally known as **DARPAN PUBLICATIONS PRIVATE LIMITED**], became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of

total plots of land measuring 3142.00 Sq. ft. + 13,335.00 Sq. Ft. + 14,210.00 Sq. Ft. + 48,036.36 Sq. Ft. = **78,723.36 Sq. Ft. or 1.80 Acres** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

AND WHEREAS the abovenamed **1.SRI SANDIP KUMAR CHOUDHARY ALIAS SANDIP CHOUDHARY, 2. SRI KULDIP CHOUDHARY ALIAS KULDEEP CHOUDHARY, 3. SRI JAYDIP CHOUDHARY ALIAS JOYDEEP CHOUDHARY,** all are S/O Late Mangtu Ram Choudhary. **4. DARPAN PUBLICATIONS INTERNATIONAL LIMITED** [formally known as **DARPAN PUBLICATIONS PRIVATE LIMITED**] A Company incorporated under the provision of Companies Act, 1956, having Certificate of Incorporation No. U22110WB1982PLC034786 Dated 16.04.1982 having its registered office at J1/16, EP BLOCK, Shaila Towers, 5th Floor, Room No. 503, Sector 5, Kolkata-700091 represented by three of its Director namely 1. Sri Kuldip choudhary alias Kuldeep Choudhary, 2. Sri Jaydip Choudhary alias Joydeep Choudhary, 3. Smt Garima Choudhary thereafter had transferred for valuable consideration and made over physical possession of their aforesaid land measuring **1.73 acres or 173 decimals** out of the aforesaid total land measuring 1.80 acres as a stated above earlier as because at present the Vendor is in actual physical possession of only 1.73 acres of land. together with 17410 Sq. ft. old Tinshed structure constructed on part of the aforesaid land comprised in R.S. Plot Nos. 116, 114/352, 115/355 & 116/179 corresponding to L.R. Plot No. 174, 175, 176, 181 & 182 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4 , recorded in R.S. Khatian No. 701/9, 845/1 845/2, 845/3, 845/4, 845/5, 845/5, 845/6, 845/7, 845/8, 845/9, 845/10, corresponding to L.R. Khatian No. 1001, 1002, 1853, 1854 & 1855 in Mouza-Dabgram, Pargana- Baikunthapur, J.L. No. 2, P.S. Bhaktinagar, Dist. Jalpaiguri, West Bengal , unto and in favour of **BUILDWORTH DEVELOPERS**, by virtue of Deed of Coveyance, executed on 1st day of July 2018 , presentation of this deed before the office of the A.D.S.R. Bhaktinagar on 3rd July 2018 being document No. I – 4565 for the year 2018, entered in Book - I, Volume No.0711-2018, Pages from 103555 to 103603, registered in the Office of the Addl. District Sub-Registrar, Bhaktinagar, Dist. Jalpaiguri.

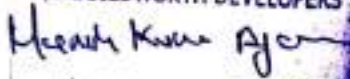
V. A) AND WHEREAS one Sumitra Choudhary, had transferred all that piece or parcel of land measuring about 1890 Sq. Ft. , be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5,

recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of Kuldip Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. 1, CD Volume No. 1, Pages 5045 to 5057, Being No. 378 for the year 2011, absolutely forever.

B) AND WHEREAS one Mangtu Ram Choudhary, had transferred all that piece or parcel of land measuring about 1417 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of Sri Sandip Choudhary , by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. 1, CD Volume No. 1, Pages 5032 to 5044, Being No. 377 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid 1. SRI KULDIP CHOUDHARY ALIAS KULDEEP CHOUDHARY, 2. SRI SANDIP KUMAR CHOUDHARY ALIAS SANDIP CHOUDHARY, both are S/o Late Mangtu Ram Choudhary became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1890.00 Sq. Ft. + 1417.00 Sq. Ft. = **3307.00 Sq. Ft. or .075 Acres** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

AND WHEREAS the abovenamed 1. Sri Kuldip Choudhary alias Kuldeep Choudhary 2. Sri Sandip Kumar Choudhary alias Sandip Choudhary, thereafter had transferred for valuable consideration and made over physical possession of their aforesaid land measuring **7.50 Decimal or .075 Acres** comprised in R.S. Plot No. 116, corresponding to L.R. Plot No.176 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4 , recorded in R.S. Khatian no. 845/9, corresponding to L.R. Khatian No. 1002, &1854 in Mouza- Dabgram, Pargana- Baikunthapur, J.L. No. 2, P.S. Bhaktinagar, Dist. Jalpaiguri, West Bengal, unto and in favour of **BUILDWORTH DEVELOPERS** , by virtue of Deed of Conveyance, executed on 3rd Day of July 2018, presentation of this deed before the office of the A.D.S.R. Bhaktinagar on 4th July 2018 being document No. I-4737 for the year 2018, entered in Book - I, Volume No. 0711-2018, Pages from

M/S BUILDWORTH DEVELOPERS

 PARTNER

105699 to 105727, registered in the Office of the Addl. District Sub-Registrar, Bhaktinagar, Dist. Jalpaiguri.

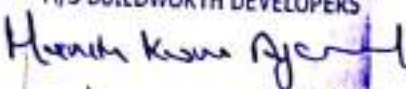
AND WHEREAS by virtue of the aforesaid two separate Deed of Conveyance, being document No. I-4565 and I-4737 for the year 2018, BUILDWORTH DEVELOPERS, (Vendor of these present) became the sole, absolute and exclusive owner of all that piece and parcel of land measuring **1.73 Acres + 0.075 Acres = 1.805 Acres [Rounded off 1.81 Acres]**, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS BUILDWORTH DEVELOPERS also got Land Use Compatibility Certificate (LUCC) from Siliguri Jalpaiguri Development Authority vide Memo No. 3023/SJDA dated 08/01/2019

AND WHEREAS **BUILDWORTH DEVELOPERS** got conversion certificate from the office of the District Land and Land Reforms Officer, Jalpaiguri of total land measuring 1.81 Acres and the classification of land from Karkhana to Housing Complex for 0.8800 acres, being L.R. Plot No. 174 recorded in L.R. Khatian No. 1907, L.R. Sheet No. 4, J.L. No. 2, Dahala to Housing Complex for 0.2000 acres, being L.R. Plot No. 175 recorded in L.R. Khatian No. 1907, L.R. Sheet No. 4, J.L. No. 2, Karkhana to Housing Complex for 0.5600 acres, being L.R. Plot No. 176 recorded in L.R. Khatian No. 1907, L.R. Sheet No. 4, J.L. No. 2, Sahari to Housing Complex for 0.1200 acres & 0.0500 acres, being L.R. Plot No. 181 & 182 recorded in L.R. Khatian No. 1907, L.R. Sheet No. 4, J.L. No. 2, Mouza- Dabgram, vide Memo No. 24/DLLRO/JAL/2019 Dated- 12/02/2019.

AND WHEREAS thereafter Siliguri Municipal Corporation sanctioned a proposed **B+12 Storied Housing Complex** vide **Plan No. 490** dated **19/06/2019**, upon the aforesaid plot of land measuring 99.57 Kathas or 1.643 Acres out of total land measuring 109.69 Kathas or 1.81 Acres and the Vendor have also liberty to extend the construction work of the building by horizontal or vertical and the Purchaser/s had no objection in this regard.

AND WHEREAS after the sanction of **B+12 Storied Housing Complex** plan, the said Vendor herein commenced as proposed the construction work of the building, situated at Sevoke Road, opposite Sona Petrol Pump, P.O. Salugara, P.S. Bhaktinagar, comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. Khatian No.

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 PARTNER

1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri, herein called the "SAID BUILDING" named " **DARPAN 88°** " hereunder written, according to the said sanction of the building plan & simultaneously the Vendor herein started booking process of Several Flats/Parking Space/Servant Quarter under construction in favour of the Intending Purchaser/s.

AND WHEREAS the Vendor herein have decided or agreed to sell to the Purchaser/s as per Deed of Agreement for Sale dated _____ day of _____ 2020 ALL THAT one unit being a Flat on the _____ Floor, measuring _____ Sq. Ft. (including Super Built Up Area), in Block _____ & Two Car Parking Space [Open & Covered] at the Ground Floor/ Basement, hereinunder called "FLAT AND GARAGE" morefully & particularly described in the **SECOND SCHEDULE** hereunder written, the same as so to be erected of the building situate at Sevoke Road, opposite Sona Petrol Pump, P.O. Salugara, within P.S. Bhaktinagar, comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri, morefully & particularly described in the **FIRST SCHEDULE** hereinabove written.

TOGETHERWITH undivided proportionate share of Land and Building morefully & particularly described in the **FIRST SCHEDULE** hereinabove written, TOGETHERWITH common facilities, right over passage, main entrance, stair, landing etc, morefully & particularly described in the **THIRD SCHEDULE** hereunder written, at or for total of Rs. _____/- (Rupees _____) only free from all encumbrances.

NOW THIS INDENTURE WITNESSES and it is hereby and hereunder agreed by and between the parties as follows:-

1. That the Vendor herein have jointly agreed to sell being ALL THAT one unit being a Flat on the _____ Floor, measuring _____ sq. ft. (including Super Built Up Area), in Block -__ and Two Car Parking Space (1 Open & 1 Covered) at the Ground Floor/Basement, demarcated in Block -___, Parking No. ___ hereinafter called "FLAT AND GARAGE" morefully & particularly described in the **SECOND SCHEDULE** hereunder written, the Land situated at Sevoke Road, opposite sona petrol pump, P.O. Salugara, within P.S. Bhaktinagar, comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri morefully & particularly described in the **FIRST SCHEDULE** hereinabove written, **TOGETHERWITH UNDIVIDED PROPORTIONATE** share of Land and Building morefully & particularly described in the **FIRST SCHEDULE** hereinabove written, **TOGETHERWITH** common facilities, right over passage, main entrance, stair, landing etc, more fully & particularly described in the **THIRD SCHEDULE** hereunder written, at or for total of Rs. _____/- (Rupees _____) only (including two parking space), the Vendor have acknowledged the receipt of the same. The aforesaid consideration is exclusive of GST which is fully described below with heading of memo of consideration for Flat.

MEMO OF CONSIDERATION FOR FLAT

Dated	Cheque No.	Bank	Amount
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And in addition to the aforesaid consideration the Purchaser/s shall be also liable to pay GST as applicable shall be charged additionally the following amounts to the Vendor which is also fully described below in heading of Memo of Consideration for Maintenance Charges, Memo of Consideration for Generator

M/S BUILDWORTH DEVELOPERS
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 PARTNER

and Electricity Charges, Memo of Consideration for Sinking Fund & Memo of Consideration for Legal Charges.

MEMO OF CONSIDERATION FOR MAINTENANCE CHARGES

Dated	Cheque No.	Bank	Amount
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MEMO OF CONSIDERATION FOR GENERATOR AND ELECTRICITY CHARGES

Dated	Cheque No.	Bank	Amount
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MEMO OF CONSIDERATION FOR SINKING FUND

Dated	Cheque No.	Bank	Amount
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MEMO OF CONSIDERATION FOR LEGAL CHARGES

Dated	Cheque No.	Bank	Amount
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Harish Kumar
PARTNER

And separate cheques shall be issued by the Purchaser/s to the Vendor for the above mentioned heads of payment and Purchaser/s is also liable to pay GST charges extra as applicable on time to time for each head of payments.

2. The Vendor undertake that they shall complete the construction of the said Flat morefully & particularly described in the **SECOND SCHEDULE** hereunder written, in accordance with the sanctioned plan and shall complete the construction and finish and handover the possession to the Purchaser/s within 36 months. The Vendor shall not be liable for delay due to Force Majeure or any other reason beyond the control of the Vendor.

But if the delay is due to any fault on the part of the Vendor the Vendor shall pay interest to the Purchaser/s as per SBI Home Loan rate on the Advance amount for the period of delay only.

3. The Purchaser/s is satisfied about the right of the Vendor and the marketability of the said land therein in respect of the said proposed FLAT and also the said land after verification and inspection of all papers of documents relation to the said land which he received from the Vendor before the execution of this presents.

4. That the Vendor undertakes to the Purchaser/s that the said land also the said Flat is free from all encumbrances and has good marketable title.

5. Upon payment of the entire balance consideration money payable hereinbefore the Vendor shall execute and registered Deed of Conveyance in favour of the Purchaser/s /or/their nominee or nominees, all that the said Flat & Garage more fully & particularly described in the **SECOND SCHEDULE** hereunder written.

6. So long as a said Unit of the said building shall not be separately assessed by the Purchaser/s to pay the proportionate share of taxes to the Vendor in respect of the said Flat & Garage. If there is any type of Service Tax/GST or any other taxes is occurred then the Service and any other taxes shall be borne by the Purchaser/s.

7. If the Purchaser/s fails to perform the terms of purchasing Flat in any manner whatsoever in that case the Vendor shall have the right to cancel and/or rescind the

instant agreement and refund the deposited amount after deducting 10% (ten percent) of the deposited money but the Purchaser/s must inform his inability to purchase the Flat prior fifteen days written notice to the Vendor who will return the same within three months from the date of such cancellation through Demand Draft only.

8. If the Purchaser/s fails to make payment of any of the aforesaid installments mentioned hereinabove written or any part thereof within the stipulated period mentioned hereunder written, in that event the Purchaser/s will be liable to pay interest @ 2% per month on amounts of said installment and if the Purchaser/s fails to pay the said installment fully within the One month from the date of that payment then the Vendor shall have the right to cancel and /or rescind this Deed of Agreement for Sale as a whole and return the amount as actually paid by the such time deducting 10% (ten percent) therefrom by way of liquidated damages within three months from the date of such cancellation through Demand Draft only.

9. That the Purchaser/s will bear all cost and expenses for registering the Deed of Agreement for Sale, Deed of Conveyance for the said Flat & Garage which will be prepared by Advocate of the Vendor.

10. Any dispute or difference which may arise between the parties or his nominee or representatives, with regard to the construction, meaning and effect of this Deed of Sale or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to Arbitration and the decision of the sole Arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to parties of this Deed of Conveyance one to be nominated by each party or his representatives and in case of difference of opinion between them by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment.

11. If any extra work will be done by the Vendor of the said Unit, in that event the Purchaser/s will agree to bear and/or will pay the said extra work cost to the Vendor after written consent and/or written letter by the Purchaser/s to the Vendor.

12. Jurisdiction : Only the Courts within the Ordinary original Civil Jurisdiction of the Jalpaiguri Civil Court shall have the jurisdiction to entertain try and determine all actions and proceeding between the parties hereto relating to or under this Deed of Conveyance or connected therewith including the arbitration as provided hereinabove.

MAINTENANCE CHARGES

The Vendor shall charge one time maintenance charge at the time of Registration of the sale Deed in favour of the Purchaser for 18 months and the said amount shall be **Rs. 1,50,000/- (One Lakh Fifty Thousand)** only with GST as applicable extra and after that the Vendor shall hand over the said flat to the society which shall be formed amongst the Purchaser's who will realize maintenance charge as decided by the society. The cheque payable to the Vendor shall be paid separately for this head. If even after the period of 18 months any member of flats are unsold the Vendor shall be liable to pay proportionate charges for maintenance of those flats as may be fixed by the society.

SINKING FUND

In addition, a one time sinking fund of **Rs. 50,000/- (Rupees Fifty Thousand)** only may be created for replacement, refurbishing, major repairs of the plants and equipments etc., installed in the Complex or towards and unforeseen contingency in future and Purchaser/s agree /s to pay towards such sinking fund at the time of registration to the Vendor and the Vendor shall create a Fixed Deposit of the aforesaid Sinking Fund which will be handover to the Society of the Complex within 18 months after creation of Society.

DELAY / FAILURE IN PAYMENT OF MAINTENANCE CHARGES:

Purchaser/s agree /s and understand/s that the right entrance to the said Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by Vendor or the Society appointed by Vendor from time to time and Vendor/ Society on its sole discretion

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Manish Kumar
PARTNER

can disconnect any or all the services and connections if maintenance and / or consumption / usage charges are not forthcoming subject to penal interests.

INTERNAL MAINTENANCE

The scavenging of Common Areas will be carried out by Vendor / Society but those inside the said Apartment will be carried out by Purchaser/s only.

BLOCKADE OR HINDRANCE TO COMMON PASSAGES, VERANDAH OR TERRACES:

Purchaser/s shall not use the said Apartment in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said Building will be used by Purchaser/s for keeping /Chaining Pets / Animals, Dogs, Birds, or no storages of cycles motorcycles, waste/refuse, nor shall the common passages be blocked in any manner. If any of the dogs/pets make dirty the Compound or Compound Areas of the complex, Purchaser/s will be solely responsible for cleaning the same and to ensure that pets are properly taken care of.

NUISANCE:

Purchaser/s shall not be allowed to do any activity, which may be objected by other residents, such as playing of high volume music, loudspeaker any commercial activities or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land measuring in Total 1.81 acres, situated under R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. Khatian No. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S.

Bhaktinagar, bearing Holding No. 6/23/2189 within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri.

The aforesaid Land is Jointly Butted & Bounded as follows:

On the North : Land of Plot No. R.S. 116(P), 355(P) & 352;
 On the South : 27' 2" wide S.M.C Road & land of R.S. Plot No.179;
 On the East : Land of R.S. Plot No. 352 & 180;
 On the West : 100 Feet wide Sevoke Road.

More fully & particularly described in the FIRST SCHEDULE.

SECOND SCHEDULE ABOVE REFERRED TO

All that one unit being a Flat on the _____ Floor, measuring _____ Sq. Ft. (including Super Built Up Area), being Flat No. __, in Block __ of __ BHK Flat & Two Parking Space [1 Open & 1 Covered] at the Ground Floor/Basement, hereinunder called "FLAT AND GARAGE" morefully & particularly described in the SECOND SCHEDULE hereunder written in the Housing Building Complex named "DARPAN 88°" situated at Sevoke Road, Opposite Sona Petrol Pump, P.O. Salugara, within P.S. Bhaktinagar, Siliguri, comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. Khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza - Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, Holding No. 6/23/2189 within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri, the land morefully & particularly described in the FIRST SCHEDULE hereinabove written, TOGETHERWITH undivided in the FIRST SCHEDULE hereinabove written. TOGETHERWITH common facilities, right over passage, main entrance, stair, landing etc, morefully & particularly described in the THIRD SCHEDULE hereunder written.

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 Manish Kumar Roy
 PARTNER

THIRD SCHEDULE ABOVE REFERRED TO:

The common areas and installations: Common to the Co – owner of the building.

1. Stair case on the floors.
2. Stair case landing on all floors.
3. Common passage and lobby on the Ground Floor excepting other allotted space.
4. Water pump, Water Tank, LIFT, Water Pipe and other common plumbing installations.
5. Electrical Wiring and fittings and fixtures for lighting the staircase, lobby and landings and electrical installation with main switches and meters and space required therefore.
6. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the SAID FLAT.
 - a) Exterior conducts utility lines Septic Tank / Tanks.
 - b) Public connection, meters, gas, electricity, telephone and water owned by public utility or other providing services and located outside the complex.
 - c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - d) All elevations including shafts walls machine rooms.
 - e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
 - f) The foundation, fittings, columns, girders, beams, supports exterior walls, of the complex beyond the 'SAID FLAT' side or interior load bearing walls within the

complex or concrete floor slab except the roof slab and all concrete ceilings and all stair cases in the said building.

g) Telephone and electrical systems contained within the said building.

h) Deep tube well for water supply.

7. Amenities to be including in the said property are –

Close Amenities

- a) Gymnasium
- b) Double height Community Hall with open lawn and kitchen
- c) Indoor Game
- d) Snooker Room
- e) Meeting Room
- f) Kids Zone
- g) Separate male & female sauna
- h) Society Office
- i) Activity Hall can be used for yoga, tuition, zumba class small function etc.
- j) Reading Lounge

Open Amenities

- a) Yoga Deck
- b) Swimming Pool 25'
- c) Jogging / Walking Track
- d) Open Lawn Connected with Community Hall
- e) Futsal Court / Basketball Court / Mud Zone / Open Gym

Amenities on Terrace

- a) Area for roof top parties
- b) Sitting zone with Bar B Que
- c) Cattering Area
- f) Open Air Theatre
- g) Spa Gazebo
- h) Yoga Deck
- i) Adda Zone

- j) Binocular Zone
- k) Tea party cabana
- l) Kids skate zone
- m) Fire place during winter
- n) Walking Trail

FOURTH SCHEDULE ABOVE REFERRED TO:

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area, and facilities including white washing, painting and decorating exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the purchasers or other occupier thereof.
2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the occupiers of the said building.
3. Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat.

8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and up - keepment or the building as may be determined by the flat and /or Unit Owners Association.

FIFTH SCHEDULE ABOVE REFERRED TO:

Not to carry on or permit to be carried on upon the SAID FLAT and other space or any thereof any offensive or unlawful business whatsoever not to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.

For the Not to do or permit to be done any act, deed or thing which may render void or voidable any insurance of any FLAT/FLATS or any part thereof or cause any increased premium to be payable in respect thereof.

Not to claim, division or partition of the said land and /or the common.

Not to decorate the exterior of the said FLAT/FLATS which may be harmful for the FLAT/STRUCTURE of the Building.

Not to throw or accumulate any dirt, rubbish or other refuse or Permit the same to be thrown or accumulated in the said FLAT or any portion of the building.

SPECIFICATION OF WORK

Super Structure	:	Reinforced cement concrete
Living and dining room	:	Choice available from range of Italian marble
Master bed room	:	Choice available from range of Italian marble or PVC wooden flooring
Other Rooms	:	Range of Italian look tiles (Premium)
Kitchen	:	Floor & Dado : Granite top and tiles up to 3' in combination (Premium)
Toilet : Floor & Dado	:	Anti-skid tiles on floor and tiles up to door height in combination. (Premium)
Sanitary fixture	:	Kohler, Grohe, Roca or equivalent
UPVC and CPVC	:	Ashirwad, Astral or Equivalent
Balcony	:	Toughend glass railing
Door : Frame	:	WPC frame (water proof)
Entry main door	:	Pre Laminated Flush door and SS hardware
Other door	:	Pre Laminated Flush door with SS hardware
Window	:	Glazed Coated Aluminum
Internal Finishes	:	Machine finish putty
External Finishes	:	Weather proof External Paint.
Electricals	:	Concealed wiring and modular switches
Provisional for Air Conditioner	:	Suitable electrical Points/AC ledge
Common Lobby	:	Well defined lobby with Italian finish (Marble/Tiles) with reception desk.

IN WITNESS WHEREOF THE VENDOR AND PURCHASER/S, have set and subscribed their respective hands on this DEED OF CONVEYANCE on this the day month & year first above written.

WITNESSES :

1.

SIGNATURE OF THE VENDOR

SIGNATURE OF PURCHASER/S

2.

Drafted by me and Printed in
my office :-