

ANNEXURE-A

[See rule 9]

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this (Date) day of
..... (Month), 20.....,

BETWEEN

[Assuming the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr.....aged about Years, residing at , (PAN), hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

AND

1.Sri Sajjan Kumar Goyal, Son of Late Chunilal Goyal, 2.Smt. Sarla Devi Goyal, Wife of Sri Sajjan Kumar Goyal, 3.Dinesh Kumar Agarwal, Son of Late Bibhuti Prasad Agarwal and 4.Shyam Sunder Agarwal, Son of Late Bibhuti Prasad Agarwal, all Indian citizens, Hindu by religion, businessmen by occupation, No.-1 and 2 being residents of Pranami Mandir Road, Ward no.-13, P.O. & P.S.-Siliguri, Pin Code-734001, District-Darjeeling, in the State of West Bengal and No.-3 and 4 being residents of Nehru Road, Khalpara, P.O.-Siliguri Bazar, Pin Code-734005, P.S.-Siliguri, District-Darjeeling, in the State of West Bengal, hereinafter jointly and collectively called the "VENDORS" (which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest & permitted assignees).;

AND

M/S. SRI GANPATI NIRMAN, a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at Eastern Bypass, Near Baneshwar More, opposite Siliguri Club, P.O.-Ghoghomali, P.S.-Bhaktinagar, District-Jalpaiguri-734006, in the State of West Bengal, (**PAN is _____**), represented by its authorized partner Sri Sajjan Goyal, Son of Late Chunilal Goyal (Aadhar No.-_____) authorized vide hereinafter referred to as the "**Promoter**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

AND

The Vendors, The Promoter and the Purchaser shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires-

- a) **“Act”** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **“Regulation”** means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) **“Section”** means a section of the Act.

WHEREAS -

A. Four persons, namely, 1.Sri Bibhuti Prasad Agarwal, Son of Late Siwkaran Das Agarwal, 2.Smt. Meena Devi Agarwal, wife of Sri Bibhuti Prasad Aagrawal, 3.Sri Sajjan Kumar Goyal, Son of Late Chunilal Goyal and 4.Smt. Sarla Devi Goyal, wife of Sri Sajjan Kumar Goyal had become the absolute owners of all that piece and parcel of land measuring in total 46 Kathas and 6 Chattaks by way of purchases for valuable consideration vide five (5) separate registered deeds of sale as described herein:-

- (i) Document No.-3647 of dated 03/10/2008 entered in Book No.-I, CD Volume No.-13, from Pages 2934 to 2951 for the year 2008, executed by Ratis Chandra Paul and others of Siliguri (Area 3 Kathas),
- (ii) Document No.-4474 of dated 15/10/2009 entered in Book No.-I, CD Volume No.-19, from Pages 4851 to 4877 for the year 2009, executed by Nupur Das of Siliguri (Area 3 Kathas),

- (iii) Document No.-4475 of dated 15/10/2009 entered in Book No.-I, CD Volume No.-19, from Pages 4878 to 4904 for the year 2009, executed by Nupur Das of Siliguri (Area 30 Kathas, 13 Chattaks and 15 Square Feet),
- (iv) Document No.-4476 of dated 15/10/2009 entered in Book No.-I, CD Volume No.-19, from Pages 4905 to 4928 for the year 2009, executed by Dr. Gostha Bihari Das of Siliguri (Area 6 Kathas, 8 Chattaks and 30 Square Feet) and

All the above 4 deeds (i to iv) have been registered at the office of the Additional District Sub-Registrar, Rajganj, District-Jalpaiguri.

- (v) Document No.-7575 of dated 07/12/2018 entered in Book No.-I, Volume No.-0711, from Pages 178290 to 178319 for the year 2018, executed by Maha Ganapati Institute of Medical Science & Research of Siliguri (Area 3 Kathas)

The above deed has been registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri.

In view of the aforesaid purchases, the above-named four persons became the absolute and exclusive owners of land and they remained in their actual, khas and physical possession and peaceful occupation of the said piece or parcel of land measuring in total 46 Kathas and 6 Chattaks having free, clear, marketable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

Being such owners, two of the four persons, namely, Sri Bibhuti Prasad Agarwal and Smt. Meena Devi Agarwal then gifted their respective land unto and in favour of two other persons, the details of which are given here-in-below:-

Sri Bibhuti Prasad Aagrwal transferred by way of gift his land measuring in total 0.191275 Acre unto and in favour of one Dinesh Kumar Agarwal, Son of Sri Bibhuti Prasad Agarwal vide two separate registered deed of gift, the details of which are given hereunder:-

- (a) Deed of Gift bearing no.-2608 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71578 to 71600 for the year 2020 which comprised an area measuring 0.1789 Acre being registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri and

- (b) Deed of Gift bearing no.-2609 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71668 to 71694 for the year 2020 which comprised an area measuring 0.012375 Acre being registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri.

Smt. Meena Devi Agarwal transferred by way of gift her land measuring in total 0.191875 Acre unto and in favour of one Shyam Sunder Agarwal, Son of Sri Bibhuti Prasad Agarwal vide two separate registered deed of gift, the details of which are given hereunder:-

- (a) Deed of Gift bearing no.-2607 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71524 to 71550 for the year 2020 which comprised an area measuring 0.012375 Acre being registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri and
- (b) Deed of Gift bearing no.-2610 of dated 26/06/2020 entered in Book No.-I, Volume No.-0711-2020, from Pages 71501 to 71523 for the year 2020 which comprised an area measuring 0.1795 Acre being registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri.

In view of the aforesaid transfers by way of registered deeds of gift, the above-named two persons, namely, Sri Dinesh Kumar Agarwal and Sri Shyam Sunder Agarwal became the absolute owners of land measuring 0.191275 Acre and 0.191875 respectively and finally, four persons, namely, 1.Sri Sajjan Kumar Goyal, Son of Late Chunilal Goyal, 2.Smt. Sarla Devi Goyal, Wife of Sri Sajjan Kumar Goyal, 3.Dinesh Kumar Agarwal, Son of Late Bibhuti Prasad Agarwal and 4.Shyam Sunder Agarwal, Son of Late Bibhuti Prasad Agarwal are at present the absolute joint owners of total land measuring 46 Kathas and 6 Chattaks which is fully deccribed within "Schedule-A" of this deed.

Being such owners, the above four persons also got their respective names mutated and/or recorded into the records of the B. L. & L. R. O., Rajganj, District-Jalpaiguri for the aforesaid area of land measuring in total 46 Kathas and 6 Chattaks and four separate new L. R. Khatians bearing nos.-_____, _____, 895 and 896 are opened in the names of the above-named four persons being the actual owners and the names of the said four persons are also found published as Record-of-Rights (ROR) finally framed and finally published under the West Bengal Estate Acquisition Act, 1953 (W. B. Act I of 1953).

In view of the aforesaid facts, 1.Sri Sajjan Kumar Goyal, 2.Smt. Sarla Devi Goyal, 3.Dinesh Kumar Agarwal and 4.Shyam Sunder Agarwal are at present the absolute and exclusive joint owners of all that piece and parcel of land measuring 46 Kathas and 6 Chattaks and the said four persons have got saleable and transferable title in the said land having actual, khas and physical possession and peaceful occupation of the said piece or parcel of land measuring in total 46 Kathas and 6 Chattaks and free, clear, marketable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

A N D

WHEREAS being such owner, the said second party hereof then became desirous to construct a multi-storied commercial building over and upon its said piece or parcel of land fully described within the "Schedule-A" given below and due to paucity of fund and experience, the second party did not find themselves in a position to implement its plans and schemes and for this reason and also to gain the benefit of expertise, the second party, the four persons being the owners of the "Schedule-A" land approached the developer or the third party hereof for construction of such multi-storied commercial building over and upon the "Schedule-A" land of the second party hereof for the mutual benefit of the owners (the vendors hereof) and the Developer hereof to which the developer or the third party hereof agreed and for the purpose, the second party hereof then entered into an agreement with the party of the third part hereto (The Developer) on dated _____ whereby it was decided between the parties thereto that a multi-storied commercial building comprising various independent and separately identifiable units shall be constructed upon the "Schedule-A" land of the second party hereof by The Developer hereof at the costs of the developer consisting of several independent commercial as well as semi-commercial units called shop/office/Godown of various dimensions covering the total land described within "Schedule-A" given below and for the purpose, a building plan was accordingly prepared and was duly approved by The _____ vide its approval No.-_____ of dated _____ duly sanctioned on _____ for construction of the desired six-storied (Comprising Basement, Ground and four other floors) commercial building upon the said piece or parcel of land of the vendors or the second party hereof which has also been free from all encumbrances and charges whatsoever.

A N D

WHEREAS the vendors and the developer thus formulated a scheme to enable a person/party intending to have own unit or premises in the said building together with the undivided proportionate share and interest in the “Schedule-A” land on which the said building is constructed. 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.

A N D

WHEREAS the Developer then constructed a multi-storied (Basement, Ground and four other floors) building comprising various independent and separately identifiable units at different floors at its own costs and expenses over and upon the “Schedule-A” land and got it completed and ready for sale in unit by unit and in the process, one such unit comprising all that a shop room measuring _____ Square Feet at the ground floor including super built-up area being constructed upon “Schedule-A” land has been offered for sale to the first party hereof.

A N D

WHEREAS the vendor and the developer then firmly and finally decided to sell and has offered for sale to the purchaser hereof one such unit comprising all that a shop room measuring _____ Square Feet including super built-up area at the Ground floor of the said Multi-Storied building being constructed upon the “Schedule-A” land of the vendor hereof together with the common areas and facilities and super built-up area and also along with proportionate undivided right and share in the “Schedule-A” land on which the said multi-storied building is constructed and the said shop room is offered for sale to the purchaser or the first party hereof at a valuable consideration amounting to Rs. _____/- (Rupees _____ only) which is

the highest market price as prevailing in the locality to the convenience of the parties hereto, particularly to the satisfaction of the vendor and the developer hereof.

A N D

WHEREAS the first party or the Purchaser hereof being in need of one such shop room in the said locality, has accepted and agreed to the aforesaid offer of the vendor / developer hereof for purchase of a shop room and thus all the parties hereto have given their free consent to initiate the process of sale by execution of these presents by the vendor and the developer hereof unto and in favour of the first party hereof to agree to convey good and right title in respect of the property comprising a shop room measuring ____ Square Feet at the ground floor including super built-up area within the building constructed upon the “Schedule-A” land together with undivided proportionate right and share in the “Schedule-A” land and all common rights and facilities as mentioned in these presents more particularly in the “Schedule-C” given below at a valuable consideration amounting to Rs._____-/- (Rupees _____ only) paid by the purchaser to the vendor and the developer hereof collectively as per memo of consideration attached to these presents. The property agreed to be sold is fully described within the “Schedule-B” given below.

A N D

WHEREAS the aforesaid property is agreed to be sold by the vendor and the developer hereof to the first party hereof after disclosing the aforesaid facts relating thereto and declaring the same being free from all encumbrances, charges, liens, attachments, mortgage and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the said property fully described within the “Schedule-B” given below situated within the building constructed upon the “Schedule-A” land at a consideration amounting to Rs._____-/- (Rupees _____ only).

A N D

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Vendors and The Promoter hereby collectively agree to sell one shop room measuring _____ Square Feet at the ground floor, more particularly described in the “Schedule-B” given below together with undivided proportionate share in the “Schedule-A” land, to the purchaser for a valuable consideration amounting to Rs. _____/- (Rupees _____ only).

2. The Vendors and the Promoter hereby collectively agree to sell proportionate share or interest in the said land mentioned and described in Schedule-“A” hereunder written with all liberties, privileges, easements, appurtenances whatsoever belonging or held or occupied therewith by the vendors and all the estate, right, title, interest, claim and demand, whatsoever of the vendors unto, upon or in respect of the said undivided proportionate share or interest in the said land and every part thereof The proportionate undivided share or interest in the said land shall be determined by the Vendors and in course of determining the said proportionate undivided share or interest of the purchaser the proportion of super built up areas of the said unit as to the total super built up area comprised in all the buildings constructed or to be constructed in the said land will be taken in consideration and in no event the purchaser shall be entitled to claim any abatement or reduction in the said undivided proportionate share or interest in the said land due to increase in the total constructed area, along with constructed area comprise in and forming part of the said unit and undivided common interest in and right to use the common areas and interest.

3. The Vendors and the Promoter hereby collectively agree to sell the constructed unit of the said multi-storied building (more fully described in Schedule-“B” hereto) together with right of common usage with the Vendor and/or other similar purchasers of corridors, staircase, passage, lift, ways, shafts and other facilities for common use with other concerned.
4. That the purchaser hereby covenants with the Vendors and The Promoter that he/she shall have no claim upon the Vendors/Promoter as to the construction quality of materials used or standard of workmanship in the construction thereof including the foundation of the building and / or development, installation, erection and construction of common lighting, security guard, sanitation, etc.
5. The purchaser further agrees that he/she shall not do any act, deed or thing whereby the construction / development of the said land or premises or building in any way be hindered or impeded with, nor shall cause any obstruction or interruption in the construction, making, development thereof and it is agreed by the purchaser that the right of the purchaser shall remain restricted to the said unit or constructed portion.
6. That in pursuance of the aforesaid offer, acceptance and agreement, purchaser/s has/have paid to the vendor a sum of Rs. _____/- (Rupees _____ only) paid vide _____ bearing no.- _____ of dated _____ of _____ Bank, _____ Branch as earnest / advance money.
7. That the purchaser/s shall pay the remaining balance amount as per progress of work and on demand by the Vendors.
8. That the Vendors/Promoter shall handover the possession of the said unit being the shop room after receiving full and final payment and as well as after the completion of the construction of the sold shop room which will be completed within 3 (three) months and the same may be further extended due to unavoidable circumstances.

9. That the consideration amount of the shop room shall accordingly be adjusted in case of deviation in the measurement of the sold unit. The expenses of registration to be incurred for final deed of conveyance with respect to the "Schedule-B" property shall be borne by the purchaser only.
10. That the purchaser shall be entitled to obtain his/her own independent electricity connection from W. B. S. E. D. C. L. for his/her electric requirement and the connection charges as well as the electric consumption bill will be paid by the purchaser. The Vendor shall have no responsibility in this respect.
11. That in case of default in payment of balance amount within stipulated period as aforesaid or in observance or compliance of any of the terms and conditions hereof the Vendors/Promoter shall be at liberty to terminate this agreement and refund the advance received herein after deduction of a sum equal to 20% of the advance and the vendors/promoter shall further be at liberty to dispose of the "Schedule-B" unit in such manner and to such person or party as they may think fit to which any objection, if raised by the purchaser shall not be sustainable.
12. That the Vendor will pay up to date land revenue and / or any other dues if any and shall make the Schedule-B property free from all encumbrances, charges liens, attachments, lispendences, mortgages and all or any other liabilities whatsoever, if any, for clear title and marketability of the Schedule-B property.
13. That the Vendor shall not be liable at any time under any circumstances for any rate and / or taxes pertaining to the Schedule-B property except for unsold portion of the building which shall be borne by the Vendor proportionately with all the purchasers unless separately levied upon and charged for.
14. That the Vendor covenants that the property hereby agreed to be conveyed in favour of the purchasers and / or nominees is free from all encumbrances whatsoever.

15. That the Vendor further undertake to take all action and to execute all document required to be done or executed for fully assuring right, title and interest of the purchasers with respect to the property hereby to be conveyed at the cost of the purchaser.
16. That after registration of the Schedule-B property the purchaser shall have the right to get his/her name mutated with respect to the said Schedule-B property at the office of the B. L. & L. R. O..
17. That the Vendor shall have the rights of construction over the Top roof of the building under construction upon "Schedule-A" land if duly permitted by the local authority at any point of time during construction period and in no case, the purchaser/s shall have common rights over the Top roof.
18. That the purchasers shall have the right to sell, gift, mortgage transfer or otherwise part with the ownership of the Schedule-B property or let-out; lease-out the Schedule-B property to whomsoever after registration of the same in their favour.
19. That the Purchasers shall be liable to pay taxes such as CGST and/or SGST or any other tax/duty which may be imposed by the State or the Central Government on the construction of the Schedule-B property. All such Taxes are payable at the rates as applicable from time to time.
20. That the vendors/promoter shall also be entitled to deduct taxes at source as per provisions of the Indian Income Tax or under any other law for the time being in force.
21. That the purchasers 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.
22. That the purchasers shall pay such proportionate charges for common facility such as repairs and maintenance of the outer walls, stair case, water supply,

sanitation, sweeper, chowkidar, etc. as will be determined by the Vendors/promoter from time to time till the time an executive body or any other authority / association of the occupants of the building is formed to take care of the common maintenance of the building and shall pay his/her/ their proportionate share to the authority so formed thereafter. The same shall be required to be borne by the purchaser irrespective of the fact whether he occupies the premises after purchase or not.

23. That the purchasers shall not encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stair or other community purpose/s and in the event of encroachment, the Vendor/Promoter or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove unauthorized act or nuisance by force and the purchaser shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and the subsequent removal.
24. That the purchasers further covenants with the Vendor 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 sort of construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event to the contrary, purchaser shall be fully responsible for it , the Vendors/promoter shall not be held responsible in any manner whatsoever. Provided that during the course of construction, if any minimum internal modification from the existing specification is required by the purchaser then the same can be done on realisation of extra cost subject to approval of the Architect / Engineer of the building.
25. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereafter at any time between the Purchaser and the Vendor, shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable, he/she shall have the right to move the Court at Siliguri.

(Any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

“SCHEDULE--A”

[Schedule of the land upon which the Building comprising “Schedule-B” property is constructed]

All that piece or parcel of land measuring **46 (Forty six) Kathas and 6 (Six) Chattaks** together with a _____-Storied building constructed thereupon. The said piece or parcel of land is being recorded in **R. S. Plot Nos.-348, 355, 348/703 and 355/706 [L. R. Plot Nos.-_____]** corresponding to their **R. S. Khatian Nos.-459/1, 459/2, 459/11 and 459/12 [L. R. Khatian Nos.-_____]**, situated within **MOUZA-DABGRAM, comprised in R. S. Sheet No.-9**, Paragana-Baikunthapur, J. L. No.-2 (Two), P.S.-Bhaktinagar, within Dabgram-II Gram Panchayat area, District-Jalpaiguri, in the State of West Bengal. The said building complex has been named as “_____” being situated at _____.

The aforesaid land measuring 46 Kathas and 6 Chattaks together with the ____-storied building constructed thereupon is butted & bounded as follows:-

- By the North :- 18 feet wide Anchal Road.
- By the South :- Land in part of R. S. Plot nos.-703 and 706
- By the East :- 60 feet wide Eastern Bypass main Road.
- By the West :- Land of Mona Paul.

“SCHEDULE-B”

(Part of the “Schedule-A” above)

PROPERTY SOLD BY THIS DEED OF SALE:

All that one office room measuring _____ (_____) Square Feet (built-up area) at the _____ floor of the _____-Storied building being constructed upon

all that piece or parcel of land measuring 46 Kathas and 6 Chattaks being recorded in R. S. Plot Nos.-348, 355, 348/703 and 355/706 [L. R. Plot Nos.-_____] corresponding to their R. S. Khatian Nos.-459/1, 459/2, 459/11 and 459/12 [L. R. Khatian Nos.-_____], situated within **MOUZA-DABGRAM**, comprised in R. S. Sheet No.-9, Paragana-Baikunthapur, J. L. No.-2 (Two), Paragana-Baikunthapur, P.S.-Bhaktinagar, within Dabgram-II Gram Panchayat area, Additional District Sub-Registry office-Bhaktinagar, District-Jalpaiguri more fully described within “Schedule-A” given above. The said property is sold together with an undivided proportionate share in the “Schedule-A” land and together with all common areas and facilities described in the “Schedule-C” given below. The use of the sold property is _____.

The building upon “Schedule-A” land is named as “_____” and the sold room is serially numbered as _____ of the _____ floor.

The sold room measuring _____ Square Feet is butted & bounded as follows:-

By the North :-

By the South :-

By the East :-

By the West :-

“SCHEDULE-C”

COMMON EXPENSES

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portion including water pumps, generator including the cost of repairing, renovating and replacing the same.

3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and / or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal tax, water tax and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the purchaser/s.
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the service organization for the common purposes.

The party of the second part and third part hereto covenant and declare that the Purchaser/s shall have all the rights and liberties to use and enjoy the aforesaid common areas and common facilities freely and without any sorts of hindrances, whatsoever subject to the payment of the proportionate expenses to the Association of the said Apartment/Building to be formed therefore, by the respective owners.

IN WITNESS WHEREOF the representing Partner of the Partnership Firm being the no.-1 member of the vendors and the no.-2 member of the vendors hereof and also the developer or the third party hereof, do hereby set and subscribe their respective hands in good health and conscious minds, on the day, month and year as first above-written.

WITNESSES:

1.

2.

T H E V E N D O R S .

= = = = = = = = = = =

T H E D E V E L O P E R .

= = = = = = = = = = = =

Drafted, read over and explained by me and printed in my office.

(SANJAY KUMAR MARODIA)

ADVOCATE : : SILIGURI

REGN. NO. 849/840/92.

MEMO OF CONSIDERATION

Received from within-named purchaser/s or the first party, the sum of Rs. _____/- (Rupees _____ only) as full consideration money paid to the vendors/developer against sale of property described within “Schedule-B” given above as per memo of consideration herein.

IN WITNESS WHEREOF the representing Partner of the Partnership Firm being the no.-1 member of the vendors and the no.-2 member of the vendors hereof and also the developer or the third party hereof, have signed and sealed this memo of consideration/receipt on this the _____ day of the month of _____, 2021.

WITNESSES :

1.

2.

Signatures on Memo of Consideration
