

... (illegible) Pvt. Ltd.

DIRECTOR

*(Handwritten signature)*

**DEED OF CONVEYANCE**

THIS INDENTURE MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

: 2 :

ONE FLAT PREMISES HAVING AN AREA MEASURING \*\*\* SQ. FT. (INCLUDING PROPORTIONATE COMMON AREA) AT \*\*\* FLOOR OF BLOCK \*\*\* PARKING + FIVE STORED BUILDING KNOWN AS "SHILCON GARDENIA" HAVING IMPARTIAL PROPORTIONATE SHARE IN THE LAND ON WHICH THE SAME STANDS, ALONG WITH ONE PARKING AREA.

IDENTIFICATION MARK	: ****
BUILDING COMPLEX	: SHILCON GARDENIA
BLOCK	: " *** "
GRAM PANCHAYAT	: CHAMPASARI
LAND AREA ON WHICH THE BUILDING STANDS	: 1.9925 ACRE
L.R. PLOT NO	: 589
L.R. KHATAN NOS.	: 660, 667, 668, 669, 670 AND 671
MOUZA	: MAHISMARI
J.L. NO.	: 47
PARGANA	: PATHARGHATA
P.S.	: PRADHAN NAGAR
DISTRICT	: DARJEELING
CONSIDERATION	: Rs. *****

### B E T W E E N

1. SRI BIRENDRA PRASAD, 2. SRI SURENDRA PRASAD, both sons of Late Alidev Sah, 3. SRI DEO KUMAR GUPTA, son of Sri Shiv Datt Sah, 4. SMT. ANANTI DEVI, wife of Sri Gopaljee Sah, 5. SMT. LALJIARI DEVI, wife of Sri Rajkishor Prasad and 6. SMT. NIRMALA DEVI, wife of Sri Ashok Kumar Prasad, all are Hindu by faith, Indians by Nationality, Nos. 1 to 3 Business by occupation, and Nos.4 to 6 Housw-wives by occupation, Nos. 1 to 3 residing at Jyotinagar Colony, Champasari More, Siliguri, P.O. Champasari, (Pradhan Nagar), P.S. Pradhan Nagar, in the District of Darjeeling, Nos. 4 to 6 residing at Hill Cart Road, near S.B.I. Siliguri, P.O. & P.S. Siliguri, in the District of Darjeeling - hereinafter jointly called the "VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "FIRST PART". (I.T. PAN- AFNPP9267N, ADXPP7949K, AGNPG3291N, ABKPG0483G, ACEPD1090K AND ACOPG0287B),

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Represented by their Constituted Attorney of Sri Debabrata Sarkar son of Late Bhabataran Sarkar, Hindu by religion, Business by occupation, Indian by Nationality, residing at Vinayak Apartment, Pradhan Nagar, Siliguri, P.O. & P.S. Pradhan Nagar, District Darjeeling, vide General Power of Attorney No. 3868 for the year 2019, Book No. 1, Volume No. 403, pages 85310 to 85344, registered at Office of the A.D.S.R. Siliguri II at Bagdogra. (I.T. PAN – AKOPS3890E).

**A N D**

**SRI \*\*\*\*\***, Son of \*\*\*\*\* , PAN- \*\*\*\*\* , \*\*\*\*\* by faith, \*\*\*\*\* by occupation, Indian by Nationality, resident of \*\*\*\*\* , P.O. & P.S. \*\*\*\*\* , District \*\*\*\*\* , Pin- \*\*\*\*\* - hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context his, heirs, executors, successors, legal representatives and assigns) of the "**SECOND PART**".

**A N D**

**SHELCON PROPERTIES PVT. LTD.**, a Private Limited Company, having it's PAN -AAHCS6766R, registered under the Companies Act, 1956, bearing Certificate of incorporation No. 21-66995 of 1994, having its office at Hill Cart Road, Siliguri, represented by one of its Director, Sri Debabrata Sarkar, son of late Bhabataran Sarkar, Hindu by faith, business by occupation, Indian by Nationality, resident of Vinayak Apartment, Pradhan Nagar, Siliguri, P.O. & P.S. Pradhan Nagar, in the District of Darjeeling, hereinafter called the "**BUILDER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its directors, executors, successors in-office, representatives, administrators and assigns) of the "**THIRD PART/CONFIRMING PARTY**".

I. WHEREAS SRI BIRENDRA PRASAD and SRI SURENDRA PRASAD, both sons of Late Alidev Sah (First parties Nos. 1 to 2 of these present), by virtue of sale Deed, Dtd. 15.09.2004, being Document No.4753 for the year 2005, entered in Book No. I, Volume No. 121, Pages 91 to 108, registered in the office of the Additional District Sub-Registrar, Siliguri – II at Bagdogra, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.7425 Acres and the said land was recorded in their names in the record of rights, in L.R. Khatian Nos. 670 and 671, situated within Mouza Mahishmari, J.L. No. 47, Pargana Patharghata, P.S. Pradhan Nagar, Sub-Div.- Siliguri, A.D.S.R.O. Siliguri – II at Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS SRI DEO KUMAR GUPTA son of SRI Shiv Datt Sah (First party No. 3 of these present), by virtue of sale Deed, Dtd. 15.09.2004, being Document No.4754 for the year 2005, entered in Book No. I, Volume No. 121, Pages 109 to 124, registered in the office of the Additional District Sub-Registrar, Siliguri – II at Bagdogra, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.25 Acres and the said land was recorded in his name in the record of rights, in L.R. Khatian No. 660, situated within Mouza Mahishmari, J.L. No. 47, Pargana Patharghata, P.S. Pradhan Nagar, Sub-Div.- Siliguri, A.D.S.R.O. Siliguri – II at Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

III. AND WHEREAS SMT. ANANTI DEVI wife of Sri Gopaljee Sah, SMT. LALJIARI DEVI, wife of Sri Rajkishor Prasad and SMT. NIRMALA DEVI, wife of Sri Ashok Kumar Prasad ( First parties Nos.4 to 6 of these present), by virtue of sale Deed, Dtd. 15.09.2004, being Document No.4752 for the year 2005, entered in Book No. I, Volume No. 121, Pages 73 to 90, registered in the office of the Additional District Sub-Registrar, Siliguri – II at Bagdogra, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 1.00 Acre and the said land was recorded in their names in the record of rights, in L.R. Khatian Nos. 667, 668 and 669, situated within Mouza Mahishmari, J.L. No. 47, Pargana Patharghata, P.S. Pradhan Nagar, Sub-Div.- Siliguri, A.D.S.R.O. Siliguri – II at Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

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SHELEON PROPERTIES PVT. LTD.  
DIRECTOR

AND WHEREAS SRI BIRENDRA PRASAD, SRI SURENDRA PRASAD, SRI DEO KUMAR GUPTA, SMT. ANANTI DEVI, SMT. LALJIARI DEVI and SMT. NIRMALA DEVI (Vendors of these present), being desirous of constructing a building complex on the aforesaid land in total measuring 1.9925 Acres, more particularly described in the Schedule given hereinunder, have approached the Third Party/Builder/Confirming Party to promote a building complex on the said land.

AND WHEREAS to put their contemplation and scheme into action vendors entered into a memorandum of understanding dated 01.05.2015 with Shelcon Properties Pvt. Ltd. to proceed the promotion work of a building complex on the schedule "A" land according to the plan approved by the Matigara Panchayet Samity, vide plan No. 1330 dated 15/05/2017 and revised Plan No.138/Champ/PL dated 08.03.2019, thereafter a final Development Agreement mentioning the allocation of area of both the parties was executed and registered in between the parties at the Office of the Addl. District Sub-Registrar, Siliguri -II at Bagdogra bearing document No.3838 for the year 2019.

AND WHEREAS said construction work of the multi storied (P + 5 ) building now is in progress on the land particularly described in the Schedule "A" below divided into several independent residential and commercial units/premises along with the common facilities particularly described in the Schedule "C" given hereunder.

AND WHEREAS the Vendors/Builder constructing a parking + five storied residential cum commercial building on the aforesaid land measuring 1.9925 Acres, more particularly described in the Schedule - A given hereunder, formulating a scheme to enable a person/party intending to have own unit or premises in the said building along with the undivided proportionate share and interest in the land on which the said building stands the plan prepared for which was approved by the Matigara Panchayet Samity vide Plan No. 1330 approved on 15/5/2017 and revised plan No. 138/Champ/Pl dated 08.03.2019. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS, the Vendors and Builder together formulated a scheme to enable a person/ party intending to have own unit comprising of flat and parking space/Shop/Domestic store in the said building along with undivided proportionate share and interest on the land on which the said building stands. The proportionate share comprising the unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS, according to the memorandum of understanding and agreement mentioned hereinbefore, the Builder is empowered to construct the said residential cum commercial building and to transfer the different units of the same including the property being conveyed under these presents.

AND WHEREAS, an agreement to sale made between the Vendors/Builder and the Purchaser/s above named by which the Purchaser/s agreed to purchase a residential unit/flat, one parking in the said Multistoried building known as "SHELCON GARDENIA" bearing Flat No.\*\*\*\* at \*\*\*\* floor, having an area measuring \*\*\*\*\* sq.ft. with \*\*\*\* car parking space measuring \*\*\*\* sq.ft. at ground floor, bearing Parking No.\*\*\*\*, including the proportionate common area described in the Schedule "B" hereunder, hereinafter called the said unit for a consideration of Rs.\*\*\*\*\* (Rupees \*\*\*\*\* only).

AND WHEREAS the purchaser/s has/have examined the title of the vendors to the said property and has/have seen the documents of title and is satisfied with the vendor's title to the said property and has/have also made inspection of the plan as approved by Matigara Panchayet Samity, relevant documents and specification of the construction, a copy of the out line plan of the relevant floor of the building is annexed hereto showing the flat area hereby sold by black border lines.

AND WHEREAS the Vendors/Builder hereto have/has agreed to sell and the purchaser/s has/have agreed to purchase one flat premises with common facilities along with the undivided proportionate share of interest in the said land particularly described in the schedule "A" in proportion to the constructed area on the said land to be known and distinguished as Flat No.\*\* at \*\*\*\*\* floor along with \*\*\*\* car parking space distinguished as

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car parking No. \*\*\*\* of "SHELCON GARDENIA" inclusive of the right of undivided proportionate interest in common area / facilities, hereinafter for the sake of brevity mentioned as the said unit, free from all encumbrances, charges, liens, lispence, attachments, mortgage and all or any other liabilities whatsoever at a consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS the Vendors/Builder also requested the purchaser/s to make the payment to the builder.

NOW THIS INDENTURE WITNESSETH AS UNDER :-

1. THAT in pursuant to the aforesaid offer, acceptance and agreement and in consideration of the said sum of Rs.\*\*\*\*\* (Rupces \*\*\*\*\* ) only, paid by the purchaser/s to the Vendors/Builder, the Vendors/builder do hereby acknowledge receipt of the said sum from the purchaser/s and grant full discharge to the purchaser/s from the payment thereof the vendors/builder hereby grant, convey, assign, transfer and handover absolute possession of the demised unit comprising of one unit/flat at \*\*\*\*\* floor marked as Flat No.\*\*\*\*\*, along with \*\*\* Car parking space as fully described in the Schedule "B" given herein below along with undivided impartible proportionate share in the land on which the Building complex stands as well as certain inherent rights and obligations attached thereto as appurtenances and encumbrances thereof as envisaged herein under these presents unto the purchaser/s together with all rights, liberties, privileges, easements and appurtenances whatsoever belonging to or in any way appertaining thereto TO HAVE AND TO HOLD the same as an absolute inheritable estate.

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 & 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 AND have also seen and inspected the construction work of the Building Complex to the extent constructed as on the date of execution of these presents and has/have satisfied himself/themselves

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about the standard of construction thereof including that of the said flat purchased by the purchaser/s and shall have no claim whatsoever upon the VENDORS/BUILDER as to construction plan, quality of materials used or standard or workmanship in the construction thereof including foundation of the Building Complex and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. THAT the aforesaid unit/flat marked as Unit/ Flat No.\*\*\* at \*\*\*\*\* floor shall be used for residential purposes only.

4. THAT the PURCHASER/S hereby covenant/s with the VENDORS/BUILDER not to dismantle, divide or partition the said flat hereby sold and conveyed in favour of the PURCHASER/S in part or parts in any manner whatsoever and the same shall be held by the PURCHASER/S as one and only one independent unit exclusively for residential purposes.

5. THAT the PURCHASER/S covenant/s with the VENDORS/BUILDER not to alter or cause to be altered any time any outer portion or architectural designs of the exteriors including the colour schemes thereof.

6. THAT the VENDORS/BUILDER do hereby covenant with the purchaser/s that the rights under which the landed property is held by the VENDORS under the superior landlord the state of West Bengal is good and effectual and the interest which the vendors/builder propose to transfer subsists and the VENDORS have full right and authority to transfer the said unit as fully described in the SCHEDULE "B" given below to the purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the aforesaid flat without any obstruction or hindrance whatsoever.

7. THAT the VENDORS/BUILDER hereby declare and covenant with the purchaser/s that there exists no mortgage charge, attachment or encumbrance on the said unit hereby sold and conveyed, expressed or intended so to be or any part thereof and the



Vendors have not entered into any binding contract with any other person/persons for sale of the said unit or any part thereof and there is no such contract existing on the date of these presents and that the said unit/flat along with \*\*\* parking space hereby sold and conveyed, expressed or intended so to be is in actual & physical possession of the Vendors/builder on the date of these presents and is free from all encumbrances and charges and the Vendors/Builder hereof covenants with the Purchaser/s that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrance whatsoever with respect to the said flat & parking as fully described in the Schedule "B" the Vendors/Builder shall be liable to compensate the purchaser/s adequately for the loss or injury resulting therefrom.

8. THAT the Purchaser/s shall neither do any act, deed or thing whereby the development of the Building Complex is in any way hindered or impeded with, nor shall in any way commit breach of any of the terms and conditions contained herein.

9. THAT the Purchaser/s shall permit entry at all reasonable times to the Vendors/Builder and/or its authorized or technical person for one or more of the purposes of inspecting, examining, checking, testing constructing developing preparing, running, repairing, altering, modifying, installing, erecting, fixing, any thing whatsoever in the complex during the construction period. However incase of any alteration or modification in the said unit shall only be carried out with consent from the purchaser.

10. THAT the Purchaser/s would not encroach upon any portion of the land or building carved out by the Vendors/Builder for the purpose of road, landing, stairs or other community purpose and in the event of such encroachment the Vendors/Builder 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 unauthorised act or nuisance legally and the purchaser/s shall be bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

11. THAT the Purchaser/s shall get his/her/their names mutated with respect to the Schedule - B property in the relevant department and get it numbered as a separate holding and shall pay the Municipal /Panchayet taxes as levied upon him/her/them from time to time.

12. THAT the Purchaser/s shall not do any act, deed or thing whereby the Vendors/Builder are prevented from selling, transferring assigning or disposing of unsold flat/s or other provisions and accommodations or any part thereof and/or rights, interests and titles therein or appurtenances thereto in any manner whatsoever and similarly the Vendors/Builder shall not do any act, deed or things whereby the Purchaser/s are prevented from selling, transferring, assigning or disposing of rights, interests and title in respect of the said unit along with undivided impartible proportionate share in the land on which the said Building complex is constructed and hereby sold and conveyed, expressed or intended so to be in his/her/their favour, whether before or after its development in terms of the scheme envisaged under these presents.

13. THAT the purchaser/s shall be liable to make further payments proportionately to the Vendors/Builder for all additional common facilities to be provided in future with mutual consent of the OWNERS & OCCUPANTS or under any law for the time being in force or under any order of the Judicial authority, Administrative Authority, Planning & Development Authority or Local Authority or any other statutory Authority.

14. THAT the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendors/builder till major portion of residential units in the Building complex are sold or earlier if so mutually decided between the vendors/builder and the Purchasers (owners & occupants) and thereafter the OWNERS & OCCUPANTS of different flat and / or residential apartments shall form and constitute an Apartment owner's Association by framing a proper memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments and as soon as the OWNERS & OCCUPANTS form and constitute such Association all the rights and liberties as well as the duties and obligation

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of the Vendors/builder in respect of the maintenance and upkeep of the COMMON PORTIONS & AREAS and the COMMON PROVISIONS & UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the said Building complex known as SHELCON GARDENIA shall vest into and devolve upon such Apartments owner's Association.

15. THAT the purchaser/s shall be liable to make payment of common expenses with effect from 01.01.2020 or from the date of taking possession of the Unit/flat or registration of sale deed whichever is earlier irrespective of the fact whether the flat is in use or lying vacant and shall always be liable to make payment of their proportionate share towards the COMMON EXPENSES at the rate of at least Rs.1000/- (Rupees one thousand) only per month or such higher sum as may be reasonably determined. Moreover the purchaser/s shall further make a deposit of Rs.10,000/- (Rupees ten thousand) only as advance towards the common maintenance charges as specified herein above, regularly to the Vendors / builder or the Apartment owner's Association as the case may be and at the same time shall always cooperate in up-keep and maintenance of the COMMON PORTIONS & AREAS as well as the common provision and utilities in utmost good condition and abide by all the rules and regulations framed in this connection by the Vendors/Builder or the Apartment Owner's Association, as the case may be.

16. THAT in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES within time allowed by the Vendors/Builder or the Apartment Owner's Association the Purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendors/Builder or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Builder or the Association in consequence thereof.

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17. THAT the Vendors/Builder shall have first lien and paramount charges on the flat with one car parking space hereby sold conveyed, expressed or intended so to be unto the purchaser/s in respect of any amount payable by the purchaser/s to the Vendors/Builder towards the COMMON EXPENSES or on account of any additional work done or undertaken at the request of the PURCHASER/S or on account of any additional common facility provided at the Building complex under these presents.

18. THAT the PURCHASER/S further covenant/s with the Vendors/Builder to inform the Vendors/Builder or the Apartment Owner's Association of the Owner's & Occupants of the residential apartments in the Building complex, as the case may be, the particulars of the transfer or new occupant/occupants in case the PURCHASER/S part with the possession and/or the ownership of the flat or any part thereof at any time hereinafter.

19. THAT the possession of the said unit along with one car parking space has already been delivered by the Vendors/Builder to the purchaser/s, and the purchaser/s hereby acknowledge/s the same.

20. THAT the purchaser/s further covenant/s with the Vendors/Builder not to injure, harm or cause damage to any part of the said Building complex including the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES by making or causing any sort of alteration or withdrawal of any support whatsoever.

21. THAT the Purchaser/s shall obtain their own independent electric connection from W B S E D C Ltd. at their own cost, however for installation of transformer by W B S E D C Ltd. and creation of connected infrastructure the Purchaser/s shall pay an additional amount of Rs. \*\*\*\*\* /-(Rupees \*\*\*\* thousand) to the Vendors towards the proportionate cost of transformer including the incidental costs to the vendors

22. THAT it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the flat and/or the residential apartments of the said Building Complex including the flat along with one car parking space and the PURCHASER/S do hereby covenant with the Vendors/Builder that no generator of such type will be used and/or installed within the area of said units hereby sold and conveyed expressed or intended so by the Vendors/Builder to the Purchaser/s.

23. THAT the parking area at the Basement of the said Building Complex is exclusively reserved for the parking only against payment of additional valuable consideration for that purpose, for parking one private Car only, and the cost of maintenance of such parking including rates & taxes thereof shall be shared and borne equally by the holders of title for the parking spaces against each parking allotment in the aforesaid parking area.

24. THAT the Vendors/Builder shall not be liable at any time under any circumstances for any rates and/or taxes pertaining to the flat along with parking space hereby sold and conveyed, expressed or intended so to be in favour of the purchaser/s or the COMMON PORTIONS & AREAS and the COMMON PROVISIONS & UTILITIES which shall be borne by the Purchaser/s proportionately with the other OWNERS & OCCUPANTS unless separately assessed, valued charges and levied upon.

25. THAT both the parties hereto being the Vendors/Builder and the purchaser/s for the interest of each other respectively shall be liable to sign all documents and instruments and to do all acts, deeds and things as any of them may be required for safeguarding their respective interests or common interests of each other or that of the other OWNERS & OCCUPANTS of the said Building Complex or for the purposes of complying with any law in force for the time being.

26. THAT if any addition or alteration to the said Building complex or any part thereof is to be carried out in future under the law in force for the time being or under any order of the Judicial, Administrative, Planning and Development Authority or the like the same shall be carried out by the Purchaser/s in so far as it relates to the said units and otherwise by the Purchaser/s proportionately with the other owners & occupants within the said Building complex at the relevant time and the Vendors/Builder shall not be held liable or responsible for carrying out the same except in respect of unsold units in their/ its occupation at that time.

27. THAT the Vendors/Builder or the Association of occupants shall also be entitled to withhold and/or prevent the Purchaser/s from using or enjoying all or any of the common facilities in case the Purchaser/s are in default on account of payment towards their respective share in the COMMON EXPENSES, determined for the relevant time.

28. THAT the Purchaser/s acknowledge/s upon execution of these presents that no agreement, condition, stipulation, undertaking, promise, assurance, representation, guarantee or warranty whatsoever has been made or given by the Vendors/Builder or their/its agents representatives and/or employees other than those specifically set forth herein.

29. THAT the Vendors/Builder shall not be liable for any statutory acquisition, requisition, seizure, pilferation, depletion, deprivation of possession or damage of the aforesaid flat & parking or the land or the said Building complex itself or any part thereof including the COMMON PROVISION & UTILITIES. However the purchaser shall be entitled to receive/claim the compensation from the authority acquiring the property.

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30. THAT any dispute arising or resulting between the Vendors/Builder and the Purchaser/s or between the Purchaser/s and one or more of the other OWNERS & OCCUPANTS within the said Building Complex relating to the maintenance and enjoyment of the COMMON PORTIONS & AREAS and/or COMMON PROVISIONS & UTILITIES shall be referred for arbitration under the Arbitration and conciliation Act, 1996 and the award of the arbitrator, arbitrators and/or umpire, as the case may be shall be final and binding upon the parties to the dispute.

### SCHEDULE - "A"

All that piece or parcel of land measuring 1.9925 Acres, forming part of R.S. Plot No. 292 corresponding to L.R. Plot No. 589, recorded in L.R. Khatian Nos. 660, 667, 668, 669, 670 and 671, situated within Mouza - Mahishmari, J.L. No.47, Pargana - Patharghata, P.S. Pradhan Nagar, Sub-Div.-Siliguri, A.D.S.R.O. Siliguri - II at Bagdogra, in the District of Darjeeling.

This land is bounded and butted as follows:-

- North : 15 feet wide Kutchha Road.
- South : Land of Gulma Tea Estate,
- East : Champasari Road,
- West : Sold land of Budhuran Mahali.

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SCHEDULE - "B"

One residential unit/flat bearing No.\*\*\*\*\* at \*\*\*\*\* floor with Block \*\*\*\*\*  
\*\*\*\* parking space bearing No.\*\*\*\* at Basement of the building complex  
known as "SHILCON GARDENIA" situated at Champasari Main Road,  
Champasari, Siliguri, District Darjeeling, measuring 800 sq.ft. Super built-up  
(the measurement of which includes the common proportionate area), along  
with Car parking space measuring 120 sq.ft. (floor cemented), having  
proportionate impartible right in land mentioned in Schedule "A" above and  
common facilities of the Apartment.

SCHEDULE - "C"  
COMMON AREA/FACILITIES

1. Stair case and stair case landing on all floors and top roofs.
2. Lift
3. A/C Community hall.
4. Yoga Room
5. Common passage.
6. Water pump, water tank, water pipes and common plumbing installation.
7. Drainage and Sewerage.
8. Boundary wall and gates of the complex.
9. Such other common outer areas, equipments, installation, fixtures and fittings and space in or about the said building as are necessary for passage to the user and occupants of the unit in common and such other common facilities as may be included from time to time.



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SCHEDULE - "D"  
(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 portions including water pumps and the cost of repairing, renovating and replacing the same.
3. The Salary, bonus and other emoluments and benefits and all other expenses on the persons employed for the common purposes such as caretaker, securities, sweepers, plumbers, electricians and other maintenance staff.
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, land revenue and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including transmission 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/facilities.

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IN WITNESS WHEREOF the Vendors/Builder and the purchaser/s hereto have hereunto put their respective signatures on the day, month and year first hereinabove written.

WITNESSES :-

1.

As Constituted Attorney of

1. Sri Birendra Prasad,
2. Sri Surendra Prasad,
3. Sri Deo Kumar Gupta,
4. Smt. Ananti Devi,
5. Smt. Lal Jhari Devi and
6. Smt. Nirmala Devi.

2.

  
\_\_\_\_\_  
VENDORS

\_\_\_\_\_  
PURCHASERS

\_\_\_\_\_  
(CONFIRMING PARTY )