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Partner to Global
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[If the Allottee/Purchaser is Individual]

SRI/ SMT/ MISS _____ [PAN : _____ &
AADHAAR : _____], Son/ Daughter/ Wife of _____,
_____ by Religion, _____ by Citizenship, _____ by
Occupation, residing at _____, P.O. _____ &
P.S. _____, Pin - _____, District _____ in the State of
_____, India;

[If the Allottee/Purchaser is a Company]

_____ (CIN _____) (PAN : _____),
a company incorporated under the provisions of the Companies Act (1956 or 2013 as the
case may be), having its registered office at _____ and
represented by its **Authorised Signatory/Director** : _____ (PAN
: _____ & AADHAAR : _____), Son/ Daughter/ Wife
of _____, _____ by Religion, _____ by Citizenship,
_____ by Occupation, residing at _____, P.O.
_____ & P.S. _____, Pin - _____, District _____
in the State of _____, India;

[If the Purchaser is a HUF]

_____ (PAN : _____), a Hindu Undivided Family (HUF),
having its place of business at _____ and represented by its
Karta : _____ (PAN : _____ & AADHAAR :
_____), Son/ Daughter/ Wife of _____,
_____ by Religion, _____ by Citizenship, _____ by
Occupation, residing at _____, P.O. _____ &
P.S. _____, Pin - _____, District _____ in the State of
_____, India;

---- hereinafter called referred to and called as "PURCHASER/S/" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees) of the **FIRST PART**.

AND

1. **TERAI INFRASTRUCTURES LTD.** (CIN U45309WB2005PLC106062) (PAN : AACCT3694E), a Company incorporated under the Companies Act, 1956, dated 31/10/2005 and having its Registered Office at 10, Government Place (East), P.O. Kolkata & P.S. Hare Street, Pin - 700069, District Kolkata in the State of West Bengal;

2. **TERAI TEA COMPANY LTD.** (CIN L51226WB1973PLC029009) (PAN : AABCT0258P), a Company incorporated under the Companies Act, 1956, dated 25/09/1973 and having its Registered Office at 10, Government Place (East), P.O. Kolkata & P.S. Hare Street, Pin - 700069, District Kolkata in the State of West Bengal;

3. **ABHIJIT TEA COMPANY PRIVATE LIMITED** (CIN U01132WB1978 PTC031590) (PAN : AACCA3215A), a Company incorporated under the Companies Act, 1956, dated 22/07/1978 and having its Registered Office at 10, Government Place (East), P.O. Kolkata & P.S. Hare Street, Pin - 700069, District Kolkata in the State of West Bengal, No's. 1 to 3 hereinabove are being represented by their **Attorney : SMD ENCLAVE LLP** (PAN : AFEFS5787H), a LLP (Identification No. ACE-6050), dated 28/12/2023 and having its Registered Office at C/O Mrinal Agarwal, Flat No. 3B, Sevoke Road, Siliguri, P.O. Sevoke Road & P.S. Siliguri, Pin - 734001, District Darjeeling in the State of West Bengal and represented by its **Partner : Sri Deepak Kumar Agarwal** (PAN : ACZPA4957D & AADHAAR : 6195 0242 1028), Son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Citizenship, Business by Occupation, residing at Rasraj, Mahabirathan, Siliguri, P.O. Siliguri Bazar & P.S. Siliguri, Pin - 734005, District

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Darjeeling in the State of West Bengal, India, by virtue of a registered Development Power of Attorney, executed on 07/04/2025, Being Document No. I-2254 for the year 2025, registered in Book No. I, Volume No. 0711-2025, Pages from 59449 to 59474 and in the Office of the Additional District Sub-Registrar, Bhaktinagar, District Jalpaiguri

---- hereinafter jointly referred to and called as the “**VENDOR’S/ LANDOWNER’S**” (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office) of the **SECOND PART**.

AND

SMD ENCLAVE LLP (PAN : AFEFS5787H), a LLP (Identification No. ACE-6050) having its Registered Office at C/O Mrinal Agarwal, Flat No. 3B, Sevoke Road, Siliguri, P.O. Sevoke Road & P.S. Siliguri, Pin - 734001, District Darjeeling in the State of West Bengal and represented by its **Partner : Sri Deepak Kumar Agarwal** (PAN : ACZPA4957D & AADHAAR : 6195 0242 1028), Son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Citizenship, Business by Occupation, residing at Rasraj, Mahabirathan, Siliguri, P.O. Siliguri Bazar & P.S. Siliguri, Pin - 734005, District Darjeeling in the State of West Bengal, India ---- hereinafter referred to and called as the “**DEVELOPER/CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and/or Legal representatives) of the **THIRD PART**.

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I. WHEREAS :

The above-named Vendor namely **"TERAI INFRASTRUCTURES LTD."** is the sole, absolute and exclusive owner and in possession of total land measuring **2.13 Acres** or equal to **213 Decimals**, appertaining to R.S. Plot No's. 235 (P), 237 (P), 238 (P) & 235/830 (P), recorded in R.S. Khatian No's. 558 & 569/1, under R.S. Sheet No. 08, J. L. No. 02, situated within Mouza Dabgram, Pargana Baikunthapur, Ward No. 41 (Forty-One) of Siliguri Municipal Corporation, P.S. Bhaktinagar, District Jalpaiguri, by virtue of the following Deed's: - i) Document No. I-174 for the year 2006, ii) Document No. I-2419 for the year 2006, iii) Document No. I-2938 for the year 2006, iv) Document No. I-3120 for the year 2006, v) Document No. I-3122 for the year 2006, vi) Document No. I-3608 for the year 2006, vii) Document No. I-3609 for the year 2006, viii) Document No. I-3610 for the year 2006, ix) Document No. I-3927 for the year 2006, x) Document No. I-3928 for the year 2006 & xi) Document No. I-00894 for the year 2014, all registered in the Office of the District Sub-Registrar Jalpaiguri, District Jalpaiguri and having permanent, heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid **"TERAI INFRASTRUCTURES LTD."** also recorded the aforesaid land along with other adjoining lands in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and ever since New L.R. Khatians being Khatian No's. 57, 67, 84 & 115 was framed in the name of **"TERAI INFRASTRUCTURES LTD."**, as per provision of W.B.L.R. Act.

AND WHEREAS the aforesaid **"TERAI INFRASTRUCTURES LTD."** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of **"TERAI INFRASTRUCTURES LTD."** a Private Limited Company, being **Holding No. VL/ 100/F / 73.**

II. WHEREAS the above-named Vendor namely "TERAI TEA COMPANY LTD." was the sole, absolute and exclusive owner and in possession of total land measuring **2.46 Acres** or equal to **246 Decimals**, appertaining to R.S. Plot No. 237 (P) & 238 (P), recorded in R.S. Khatian No. 569/1, under R.S. Sheet No. 08, J. L. No. 02, situated within Mouza Dabgram, Pargana Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, by virtue of Indenture of Conveyance, being Document No. I-404 for the year 1998, registered at the Office of the Registrar of Assurances, Kolkata.

AND WHEREAS thereafter the aforesaid "TERAI TEA COMPANY LTD." had transferred for a valuable consideration all that piece or parcel of total land measuring **93 Kathas 11 Chhataks 13 Sq. Ft.**, by virtue of Two separate registered Deed's, i) being Document No. 2216 for the year 2006 & ii) Document No. 3608 for the year 2006 and both registered in the Office of the District Sub-Registrar, Jalpaiguri, District Jalpaiguri.

AND WHEREAS thus in the manner as stated above, "TERAI TEA COMPANY LTD.", became the sole, absolute and exclusive owner of the aforesaid remaining land measuring **55.055 Kathas or 0.911 Acres** and having permanent heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid "TERAI TEA COMPANY LTD." also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being L.R Khatian No. 58 was framed in the name of "TERAI TEA COMPANY LTD.", as per provision of W.B.L.R. Act, 1955.

AND WHEREAS the aforesaid "TERAI TEA COMPANY LTD." had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of "TERAI TEA COMPANY LTD.", being Holding No. 60/2032/1/N.

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III. WHEREAS the above-named Vendor namely "**FALAKATA INDUSTRIES LTD.**" was the sole, absolute and exclusive owner and in possession of total land measuring **10 Kathas** or equal to **0.165 Acres**, appertaining to R.S. Plot No. 237 (P), recorded in R.S. Khatian No. 569/1 under R.S. Sheet No. 08, J.L. No. 2, situated within Mouza Dabgram, Pargana Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, by virtue of Deed of Sale, being Document No. I-932 for the year 2003 and registered at the Office of the District Sub-Registrar, Jalpaiguri.

AND WHEREAS thereafter the aforesaid "**FALAKATA INDUSTRIES LTD.**" had transferred for a valuable consideration all that piece or parcel of land measuring 3.5 Kathas or 0.0579 Acres out of aforesaid total land measuring 10 Kathas or 0.165 Acres by virtue of a registered Deed of Conveyance, being Document No. I-3609 for the year 2006 and registered in the Office of the District Sub-Registrar, Jalpaiguri.

AND WHEREAS thus in the manner as stated above, "**FALAKATA INDUSTRIES LTD.**" became the sole, absolute and exclusive owner of the aforesaid remaining land measuring **6.5 Kathas or 0.107 Acres**, having permanent heritable & transferable right, title & interest therein.

AND WHEREAS thereafter the aforesaid "**FALAKATA INDUSTRIES LTD.**" merged with "**ABHIJIT TEA COMPANY PRIVATE LIMITED**" by virtue of the order of the Hon'ble High Court at Calcutta vide Dated 11th Day of June, 2007 by Company Petition No. 87 of 2007 connected with Company Application No. 31 of 2007.

AND WHEREAS hence the aforesaid "**ABHIJIT TEA COMPANY PRIVATE LIMITED**" vide aforesaid merger order became the owner of 6.5 Kathas or 0.107 Acres of land as above.

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AND WHEREAS the aforesaid "ABHIJIT TEA COMPANY PRIVATE LIMITED" also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being L.R Khatian No. 60 was framed in the name of "ABHIJIT TEA COMPANY PRIVATE LIMITED", as per provision of W.B.L.R. Act, 1955.

AND WHEREAS the aforesaid "ABHIJIT TEA COMPANY PRIVATE LIMITED" had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of "ABHIJIT TEA COMPANY PRIVATE LIMITED", being Holding No. VL/100/F/72.

AND WHEREAS the aforesaid "TERAI INFRASTRUCTURES LTD.", "TERAI TEA COMPANY LTD." & "ABHIJIT TEA COMPANY PRIVATE LIMITED" duly amalgamated their aforesaid land measuring 2.13 Acres + 0.911 Acres + 0.107 Acres = 3.148 Acres into a single land by executing DEED OF AMALGAMATION, DATED 18th DAY OF NOVEMBER, 2022.

AND WHEREAS the Final Holding number after Amalgamation of Deeds of the aforesaid "TERAI INFRASTRUCTURES LTD.", "TERAI TEA COMPANY LTD." & "ABHIJIT TEA COMPANY PRIVATE LIMITED" is VL/60/154/100/2032/3055/F/1/N/73.

AND WHEREAS thereafter the aforesaid Vendors/Landowners, "TERAI INFRASTRUCTURES LTD.", "TERAI TEA COMPANY LTD." & "ABHIJIT TEA COMPANY PRIVATE LIMITED" interested in constructing a Lower Ground + Upper Ground + 2 Storied Commercial Building on land measuring 2.8635 Acres out of total amalgamated land measuring 3.148 Acres as morefully and particularly described in Schedule "A" below entered into a Development Agreement with "SMD ENCLAVE LLP", a LLP, to construct a Lower Ground + Upper Ground + 2 Storied Commercial Building on the Schedule "A" land, being Document No. I-1793 for the year 2025,

registered in Book No. I, Volume No. 0711-2025, Pages from 48928 to 48992, in the Office of the Additional District Sub-Registrar, Bhaktinagar, District Jalpaiguri.

AND WHEREAS the Vendors/Developer/Confirming Party being desirous of constructing a **Lower Ground + Upper Ground + 2 Storied Commercial Building** on the Schedule "A" land, as per the plan prepared which was approved by the appropriate authority, vide Building Permit No. **SWS-OBPAS/0104/2024/1098**, dated 12-11-2024, and thereafter the same was approved and sanctioned by the competent authority.

AND WHEREAS to distinguish the proposed **Lower Ground + Upper Ground + 2 Storied Commercial Building** and with a view to assign an identity to the said Building, Vendors/Developer/Confirming Party decided to name the said Building as "**AMIT OLYMPIA BY DWARIKA GROUP**".

AND WHEREAS the Vendors/Developer/Confirming Party has also registered the said Project under the provisions of the Real Estate (Regulatory and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority, bearing **Registration No.** _____ on _____.

AND WHEREAS the Vendors/Developer/Confirming Party in the process of construction of the said Commercial Building have divided it into several independent Units/ Shops/ Office's/ Parking Spaces along with the common facilities.

AND WHEREAS the Vendors/Developer/Confirming Party have formulated a scheme to enable a person/party intending to have own Units/ Shops/ Office's/ Parking Spaces in the said Commercial Building alongwith the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

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AND WHEREAS the Vendors and Developer/Confirming Party, have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that **Unit/ Shop/ Office Space** measuring _____ **Sq. Ft. (Rera Carpet Area)** situated at _____ **Floor**, being **Unit/Shop/Office No.** _____ togetherwith the right to park one car in the **Covered Parking Space**, being **Unit No.** _____ measuring _____ **Sq. Ft.** at _____ **Floor** of the building more particularly described in the **Schedule "B"** given hereinunder, for a valuable consideration of **Rs. _____/- (Rupees _____)** only including GST.

AND WHEREAS the Purchaser/s being in need of the Schedule **"B"** Property in ownership in the locality where the aforesaid Lower Ground + Upper Ground + 2 Storied Building is situated and after inspecting the documents of title of Vendors/ Developer/ Confirming Party to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendors and the Developer as fair, reasonable and highest have agreed to purchase from the Vendors/Developer/ Confirming Party, the said Schedule **"B"** Property given hereinunder with undivided common share or interest in the stairs, open space, toilet, well, over head tanks and other fittings and fixtures and other common parts, services of the said Commercial Building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule **"B"** property for a valuable consideration of **Rs. _____/- (Rupees _____)** only including GST.

AND WHEREAS the Vendors/Developer/Confirming Party have now agreed to execute the Deed of Conveyance of the Schedule **"B"** property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule **"B"** property for a consideration of **Rs. _____/- (Rupees _____)** only including GST.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

1. That in consideration of a sum of Rs. _____/- (Rupees _____) only, paid by the Purchaser/s to the Developer/Confirming Party, the receipt of which is acknowledged by the Developer/Confirming Party by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer/Confirming Party do hereby convey and transfer absolutely the Schedule "B" property, to the Purchaser/s who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Govt. of West Bengal. The aforesaid consideration is inclusive of GST.
2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/ Developer/ Confirming Party, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/ Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the BUILDING and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule - "B" property purchased by the purchaser/s and shall have no claim whatsoever upon the Vendors/ Developer/ Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.
3. That the Purchaser/s shall have all rights, title and interest in the Schedule "B" property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer/Confirming Party or anybody claiming through or under it and all the rights, title and interest which vested in

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the Vendors/Developer/Confirming Party with respect to the Schedule "B" property shall henceforth vest in the Purchaser/s to whom the said Schedule "B" property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Vendors/Developer/Confirming Party not to dismantle, divide or partition the said Schedule "B" property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for apartment purposes.

5. That the Vendors/Developer/Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/ Developer/ Confirming Party have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule "B" property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.

6. That the Vendors/Developer/Confirming Party do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule "A" property is held by the Vendors under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer/Confirming Party proposes to transfer subsists and the Vendors/ Developer/Confirming Party have full right and authority to transfer the SCHEDULE "B" property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the Schedule "B" property without any obstruction or hindrance whatsoever.

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Debal - Anand
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7. That the Purchaser/s shall not do any act, deed or thing whereby the development/ construction of the said Commercial Building is in any way hindered or impeded with nor shall prevent the Vendors/Developer/Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors/ Developer/Confirming Party shall have no responsibility or any liability in this respect.
9. That the Vendors/Developer/Confirming Party further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.
10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule "B" property both at the Office of the B.L. & L.R.O., Rajganj and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay Municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule "B" property or let-out, lease-out the Schedule "B" property to whomsoever.
12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said Building.

13. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the Building. It is hereby declared that the interest in the land is impartible.

14. That the Vendors/Developer/Confirming Party will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule "B" property.

15. That the Vendors/Developer/Confirming Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule "B" property except for unsold portion of the said Commercial Building which shall be borne by the Vendors/Developer/Confirming Party proportionately with all the Purchaser/s unless separately levied upon and charged for.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Apartment Owners Association by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership Apartments.

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

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

18. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule "C" given hereunder) within time allowed by the Vendors/Developer/Confirming Party or the Apartment Owners Association the Purchaser/s shall be liable to pay interest at the rate of 2 % per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendors/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer/Confirming Party or the Association in consequence thereof.

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

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

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

22. That the Vendors/Developer/Confirming Party shall have all the right, title and interest over the top roof of the said Commercial Building and shall also be entitled to install any sort of tower, etc., on the same.

23. That the Purchaser/s :

- a) Permit Entry at all reasonable times to the Vendors/Developer/Confirming Party and/or their agents, employees, representatives, architect(s), engineer(s), technician(s), plumber(s), electricians(s), carpenter(s), mason(s), building contractor(s), labourer(s), surveyor(s), for one or more of the purposes of inspecting, examining, checking, testing, constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the Building being constructed on the Schedule "A" land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.
- b) Co-operate with the Vendors/Developer/Confirming Party in the management and maintenance of the common portions of the Building.
- c) Pay Goods and Services Tax (GST) and also comply with statutory laws, requisitions or notifications which will be applicable to the said Schedule "B" property or any part thereof and keep the Vendors/Developer/Confirming Party saved harmless and indemnified in respect thereof.
- d) Not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule "B" property or the Building or the common portions.
- e) Not throw or accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendors/Developer/Confirming Party save at the place indicated thereof.

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f) Shall display the sign board in the conspicuous place above the shutter of his/her/their/its Unit/Premises.

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

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

24. That the Purchaser/s shall not be entitled to park any vehicle in the parking area of the other occupants/owner, common area, open space and passage with the said Commercial Building.

25. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Vendor/ Developer and the Purchaser/s or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she shall have the right to move to Court at Jalpaiguri.

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Deepak Chatterjee
PARTNER

SCHEDULE "A"

**(DESCRIPTION OF LAND ON WHICH THE PROPOSED LOWER GROUND + UPPER GROUND
+ 2 STORIED COMMERCIAL BUILDING STANDS)**

ALL THAT PIECE OR PARCEL land measuring **2.8635 Acres** (Out of total amalgamated Vacant Land measuring about 3.148 acres) situated within Mouza - Dabgram, appertaining to R.S. Plot No's. 235 (P), 237 (P), 238 (P) & 235/830 (P) corresponding to L.R. Plot No's. 2 (P), 3, 5 (P), 6 (P), 7 (P), 8, 9, 10 & 11 (P) under R.S. Sheet No. 08 corresponding to L.R. Sheet No. 35 and recorded in R.S. Khatian No's. 558 & 569/1 corresponding to L.R. Khatian No's. 57, 58, 60, 67 & 115, J.L. No. 02, Pargana - Baikunthapur, located at Sevoke Road, within Road Zone : Cosmos Mall to Orbit Mall, within Siliguri Municipal Corporation in Ward No. "41", bearing **SMC Holding No. VL/60/154/100/2032/3055/F/1/N/73**, Post Office : Sevoke Road, Police Station & Additional District Sub-Registry Office - Bhaktinagar, District Jalpaiguri.

Area statements as per plot wise are follows: -

R.S. PLOT NO.	R.S. KHATIAN NO.	AREA (ACRES)
235 (P)	558	0.5805
235/830 (P)		0.020
237 (P)	569/1	1.793
238 (P)	569/1	0.470
TOTAL		2.8635

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L.R. PLOT NOS.	AREA (ACRES)
02 (P)	0.33
03	0.18
05 (P)	1.09
06 (P)	0.05
07 (P)	0.2835
08	0.38
09	0.19
10	0.24
11 (P)	0.12
TOTAL	2.8635

The aforesaid land is bounded and butted as follows :-

By the North : S.M.C. Road going towards Terai
Bloodbank;
By the South : Land & Building of Planet Mall;
By the East : Land of Terai Infrastructures Ltd.;
By the West : 100 Feet wide Sevoke Road [Metal Road].

SCHEDULE "B"

(DESCRIPTION OF PREMISES HEREBY SOLD)

ALL THAT _____ (Apartment), being Unit/Shop/Office No. __, having _____ Flooring, measuring _____ Square Feet (Rera Carpet Area) or _____ Square Feet (including Super Built-up Area) at _____ Floor togetherwith the right to park one car in the Covered Parking Space, being Unit No. __, having _____ Flooring, measuring _____ Square Feet at _____ Floor of the Lower Ground + Upper Ground + 2 Storied Commercial Building popularly known as "AMIT OLYMPIA BY DWARIKA GROUP", together with undivided proportionate share in the Schedule "A" land on which the said building stands, R.S. Plot Nos. 235 (P), 237 (P), 238 (P) & 235/830 (P) corresponding to L.R. Plot No's. 2 (P), 3, 5 (P), 6 (P), 7 (P), 8, 9, 10 & 11 (P) under R.S. Sheet No. 08 corresponding to L.R. Sheet No. 35 and recorded in R.S. Khatian No's. 558 & 569/1 corresponding to L.R. Khatian No's. 57, 58, 60, 67 & 115, J.L. No. 02, Pargana - Baikunthapur, located at Sevoke Road, within Road Zone : Cosmos Mall to Orbit Mall, within Siliguri Municipal Corporation in Ward No. "41", bearing SMC Holding No. VL/60/154/100/2032/3055/F/1/N/73, Post Office : Sevoke Road, Police Station & Additional District Sub-Registry Office - Bhaktinagar, District Jalpaiguri.

SCHEDULE "C"

(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.



2. All expenses for running and operating all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring 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).
7. 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.
8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
9. All other expenses and/or outgoings as are incurred by the Vendors/Developer/Confirming Party and/or the service organisation for the common purposes.

IN WITNESS WHEREOF the Attorney of the Vendors and representative of the Developers/Confirming Party in good health and conscious mind have put his signatures on these presents on the Day, Month and Year first above written.

The contents of this document has gone through and understood personally by the Vendors/
Developers/Confirming Party and the Purchaser/s

Signature of the Vendor No. 1

Signature of the Vendor No. 2

Signature of the Vendor No. 3

SMD ENCLAVE LLP

Deepak Agarwal

PARTNER

Signature of the Developer/Confirming Party

:-WITNESSES:-

1. _____

2. _____

Drafted by me and printed at my office,

ADVOCATE, SILIGURI.