

AMILALKA DEVELOPERS

PARTNER

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DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF

_____, 2023.

AMILALKA DEVELOPERS

AMILALKA PARTNER
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All that _____ (Flat/Office/Unit/Shop) having Carpe Area of _____ Sq. ft. & Super Built-up Area _____ Sq. ft. at _____ Floor, BLOCK "A/B" of the building together with the right to park one car in the Parking Space (Covered/open) (if any) measuring _____,00 Sq. ft. at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX : AMILALKA DWARIKA CASTLE
RERA REGISTRATION NO. :
PLOT NO. : 80, 81, 80/777 & 81/780 (R.S.)
: 8, 10 & 11 (L.R.)
KHATIAN NO. : 90/1 (R.S.)
: 192, 413, 232, 414 & 415 (L.R.)
MOUZA : DABGRAM
J.L. NO. : 02
R. S. SHEET NO. :08
L.R. SHEET NO. :24
P.S. : BHAKTINAGAR
DISTRICT : JALPAIGURI
S. M. C. : WARD NO. 41
CONSIDERATION : Rs. _____ .00

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BETWEEN

[If the Purchaser is a Company]

M/S _____, [PAN : _____], a Private Limited Company, registered under the Indian Companies Act, (1956 or 2013 as the case may be), bearing Certificate of Incorporation No. _____, Dated _____, having its registered office at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, represented by its **DIRECTOR/AUTHORISED SIGNATORY -** _____ [PAN : _____] & [AADHAAR - _____] duly authorized vide board resolution dated _____, son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

[If the Purchaser is a Partnership]

_____, [PAN _____], a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ and represented by one of its **AUTHORISED PARTNER -** _____, [PAN : _____] & [AADHAAR : _____] authorised vide _____, son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

[If the Purchaser is Individual]

SRI/SMT _____ [PAN : _____] & [AADHAAR : _____], son of / wife of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

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[If the Purchaser is a HUF]

_____, [PAN : _____] a Hindu Undivided Family (HUF), having its place of business at _____, P. O. _____, P. S. _____, Pin - _____, Dist. _____, in the State of _____, India and represented by its **KARTA - MR** _____, [PAN : _____] & [AADHAAR : _____], son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, India

- hereinafter called as the "PURCHASER / ALLOTTEE" (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. SRI SANJAY KUMAR AGARWAL(P. A. No. AFAPA7090M) (Aadhaar No. 9941 3939 4682) S/O Sri Kishan Lal Agarwal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at Green Valley Apartment, Upper Bhanunagar, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, Dist. Jalpaiguri, Pin-734001, in the State of West Bengal, **2. SRI MANOJ KUMAR AGARWAL**(P. A. No. ACLPA2380E) (Aadhaar No.5206 4307 4018) S/O Sri Kishan Lal Agarwal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at Green Vista Apartment, Upper Bhanunagar, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, Dist. Jalpaiguri, Pin-734001, in the State of West Bengal, **3. SMT. NEETU AGARWAL**(P. A. No. AFSPA3218H)(Aadhaar No. 6165 7437 3364) W/O Sri Sanjay Kumar Agarwal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at Green Valley Apartment, Upper Bhanunagar, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, Dist. Jalpaiguri, Pin-734001, in the State of West Bengal, **4. "J. J. AVASHAN PRIVATE LIMITED"**(P. A. No. AAACJ7929G), a Private limited company, having its registered Office at 159, Rabindra Sarani, Kolkata, Pin-700007, represented by one of its Director **SRI SANJIB AGARWALA** (P. A. No. ACRPA9644F)(Aadhaar No. 2729 6345 5868)S/O Late Amilal Agarwala, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at M.R. Road, Khalpara, Ward No. 8, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, Dist. Darjeeling , Pin-734005, in the State of West Bengal, hereinafter called the "**VENDORS/OWNERS**" (Which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assignees) of the "SECOND PART".

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AND

"AMILALKA DEVELOPERS", (P. A. No. ABTFA6614N), a Partnership Firm, having its Registered Office at Ganesh Steel Syndicate, 2.5 Mile, Sevoke Road, Siliguri-734001, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal, represented by one of its partner **SRI MRINAL AGARWAL** (P. A. No. AKSPA1033F) (Aadhaar No. 7138 5840 4131) S/O Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Cigarette Company Compound, S.F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist. Darjeeling, Pin-734004, in the State of West Bengal, authorized vide _____, hereinafter referred to as the **"DEVELOPER / PROMOTER / CONFIRMING PARTY"** hereinafter called (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the **"THIRD PART"**.

WHEREAS one Champa Devi Agarwala was the absolute owner of land total measuring 5(Five) Kathas, by Virtue of Deed of Conveyance, being Document No. I-1294/1993 and Document No. I-1295/1993, registered at 2nd Sadar Joint Sub-Registry Office Jalpaiguri at Rajganj, the said Champa Devi Agarwala died on 15/06/2013 intestate leaving behind her 1. Sri Kishan Lal Agarwal, 2. Sri Binod Kumar Agarwal, 3. Sri Sanjay Kumar Agarwal, 4. Sri Manoj Kumar Agarwal & 5. Smt. Mamta Agarwal as her only legal heirs and after the death of Champa Devi Agarwala, her aforesaid land has been devolved upon the said successors/legal heirs by virtue of law of inheritance, according to Hindu Succession Act, 1956 and each have equal 1/5th inherited undivided shares in the said land.

WHEREAS the Owner No. 1 & 2 namely Sanjay Kumar Agarwal and Manoj Kumar Agarwal as per law of inheritance are the absolute owner of all that piece or parcel of land measuring 2(Two) Kathas undivided shares from the above said Land, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R. Bhaktinagar, Dist-Jalpaiguri and shall ever since then the Owner No. 1 & 2 have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

WHEREAS the Owner No. 1 namely **Sanjay Kumar Agarwal** is the absolute owner of all that piece or parcel of land measuring 3(Three) Kathas, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R. Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 0711-2021, pages from 285027 to 285044, being Document No. 10357, for the year 2021, registered at A.D.S.R. Bhaktinagar, Dist-Jalpaiguri, executed by **Smt. Seema Devi Goel** W/O Ratan Kumar Goel of Siliguri and shall ever since then the Owner No. 1 has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

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WHEREAS the Owner No. 1 & 2 namely **Sanjay Kumar Agarwal** and **Manoj Kumar Agarwal** are also the absolute owner of all that piece or parcel of land measuring 1(One) Katha, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Gift, recorded in Book No. I, Volume No. 0711-2021, pages from 102512 to 102537, being Document No. 03626, for the year 2021, registered at A.D.S.R Bhaktinagar, Dist- Jalpaiguri, executed by **Sri Kishan Lal Agarwal** of Siliguri and shall ever since then the Owner No. 1 & 2 namely **Sanjay Kumar Agarwal and Manoj Kumar Agarwal** have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

WHEREAS Owner No. 1 namely **Sanjay Kumar Agarwal** is the absolute owner of all that piece or parcel of land measuring 1(One) Katha, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Gift, recorded in Book No. I, Volume No. 0711-2022, pages from 185358 to 185374, being Document No. 07951, for the year 2022, registered at A.D.S.R Bhaktinagar, Dist-Jalpaiguri, executed **Smt. Mamta Agarwal** of Gangtok and shall ever since then the Owner No. 1 namely **Sanjay Kumar Agarwal** has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

WHEREAS the Owner No. 2 namely **Manoj Kumar Agarwal** is the absolute owner of all that piece or parcel of land measuring 5(Five) Kathas, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 25, pages from 397 to 406, being Document No. 02290, for the year 1992, registered at Dist-Sub Registrar Jalpaiguri, Dist-Jalpaiguri, executed **Sri Madhu Prasad Sharma** S/O Late Bed Prasad Sharma and others of Dabgram, Jalpaiguri and shall ever since then the Owner No. 2 namely **Manoj Kumar Agarwal** has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

WHEREAS the Owner No. 2 namely **Manoj Kumar Agarwal** is the absolute owner of all that piece or parcel of land measuring 2(Two) Kathas, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 0711-2022, pages from 6405 to 6424, being Document No. 10824, for the year 2021, registered at A.D.S.R Bhaktinagar,

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executed by **Smt. Seema Devi Goel** of Siliguri, and shall ever since then the Owner No. 2 namely **Manoj Kumar Agarwal** has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

WHEREAS the Owner No. 2 namely **Manoj Kumar Agarwal** is the absolute owner of all that piece or parcel of land measuring 1(One) Katha, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Gift, recorded in Book No. I, Volume No. 0711-2021, pages from 102512 to 102537, being Document No. 03626, for the year 2021, registered at A.D.S.R Bhaktinagar, Dist- Jalpaiguri, executed by **Sri Binod Kumar Agarwal** of Siliguri and shall ever since then the Owner No. 2 namely **Manoj Kumar Agarwal** has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

WHEREAS the Owner No. 3 namely **Neetu Agarwal** is the absolute owner of all that piece or parcel of land measuring 5(Five) Kathas, appertaining to R. S. Plot No. 80, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Gift, recorded in Book No. I, pages from 167 to 172, being Document No. 00038, for the year 2006, registered at A.D.S.R Rajganj, Dist- Jalpaiguri, executed by Sanjay Kumar Agarwal S/O Kishan Lal Agarwal of Siliguri, and shall ever since then the Owner No. 3 namely **Neetu Agarwal** has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

WHEREAS the Owner No. 4 namely **J. J. Avashan Pvt. Ltd.** is the absolute owner of all that piece or parcel of land measuring 7(Seven) Kathas 6 (Six) Chahtak or 7.375 (Seven Point Three Seven Five) Kathas, appertaining to R. S. Plot No. 81, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 0702-2021, Pages from 40455 to 40474 being Document No. 1747, for the year 2021, registered at D.S.R. Jalpaiguri, Dist- Jalpaiguri, executed by **Sri Subhash Roy** of Champasari and shall ever since then the Owner No. 4 namely **J. J. Avashan Pvt. Ltd.** has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

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WHEREAS the Owner No. 4 namely **J. J. Avashan Pvt. Ltd.** is the absolute owner of all that piece or parcel of land measuring 52.36(Five Two Point Three Six) Kathas, appertaining to R. S. Plot Nos. 80/777 & 81/780, recorded in R. S. Khatian No. 90/1, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, A.D.S.R Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 69, pages from 83 to 90, being Document No. 05651, for the year 2002, registered at D.S.R. Jalpaiguri, Dist- Jalpaiguri, executed by **Mr. Jiv Raj Petel & Others** of 2nd Mile, Sevoke Road, Siliguri and shall ever since then the Owner No. 4 namely **J. J. Avashan Pvt. Ltd.** has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

AND WHEREAS the aforesaid Nine separate Deeds Owners/Vendors became the owner of total land measuring **79.735** (Seventy Nine Point Seven Three Five) Kathas (2 Kathas +3 Kathas +1 Katha +1 Katha +5 Kathas + 2Kathas + 1 Katha + 5 Kathas + 7.375 Kathas + 52.36 Kathas) and shall ever since then the Owners have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS subsequently, The Owners also recorded the aforesaid land in their names in the record of rights at the Office of B.L. & L.R.O. Rajganj, Dist. Jalpaiguri & shall ever since Five L.R. Khatian, being Khatian No's. 192, 413, 232, 414 & 415 was framed in the name of Owners, as per provision of W.B.L.R. Act, 1955.

AND WHEREAS there after the Vendors amalgamated their land into a single land & desirous of constructing a Two Blocks, Block "A" G+7 storied Building and Block "B" G+10 storied Building, both Residential Cum Commercial Building on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a Commercial Apartment. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e., Siliguri Municipal Corporation vide approved building Plan, , being Building Permit No. SWS-OBPAS/0104/2023/0475, dated 21-05-2023.

The owners due to scarcity of fund & lack of knowledge of constructions works the Vendors/land owners approached to "**AMILALKA DEVELOPERS**", (Developer)to enter into an agreement i.e. Development Agreement for the developing their land by constructing of Residential Cum Commercial Building on the said amalgamated plot of land and said Development Agreement executed on 22/05/2023 by both the parties vide a Registered Deed of Development Agreement, being Document No. 03556 for the year 2023, registered at A.D.S.R., Bhaktinagar and as well as the Vendors/land owners also executed a General Power of Attorney vide General Power of Attorney No. I 03563 of 2023 in favour of Developer for the construction of the said building & sale the unit of the Developer Allocation along with the unit of Vendors in the said building as mentioned in Development.

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AND WHEREAS to distinguish the proposed Residential cum Commercial Building and with a view to assign an identity to the building, the Vendors/Confirming Party decided to name the building as "AMILALKA DWARIKA CASTLE".

AND WHEREAS the Vendors/Confirming Party have decided the said building into several independent apartment/s along with common area and facilities.

AND WHEREAS the Vendors / Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own Flat/Office/Shop room / units / premises / parking spaces in the said building along with 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.

AND WHEREAS the Vendors / Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Flat/Office/Shop having Carpet Area of ____ Sq. ft. & Super Built-up Area ____ Sq. ft. at ____ Floor together with the right to park one car in the Parking Space (if any) measuring ____ Sq. ft. at ____ Floor of the building complex, more particularly described in the Schedule-B given herein under, for a valuable consideration of Rs. _____ .00 (Rupees _____) only excluding GST.

AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendors / 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 / Confirming Party as fair, reasonable and highest has/have agreed to purchase from the Vendors / Confirming Party the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendens, 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. _____ .00 (Rupees _____) only excluding GST.

AND WHEREAS the Vendors and the Confirming Party have agreed to execute this Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property at a consideration of Rs. _____ .00 (Rupees _____) only excluding GST under the conditions mentioned hereinunder.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs. _____,00 (Rupees _____) only excluding GST, paid by the Purchaser/s to the Vendors/Confirming Party, by Cheque/RTGS/NEFT, the receipt of which is acknowledged by the Vendors / Confirming Party by execution of these presents and the Vendors / Confirming Party do hereby grant full discharge to the Purchaser/s from the payment thereof and the Vendors / 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 Government of West Bengal.
2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinunder) and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and has / have satisfied himself/ herself/ themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors / 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 property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors / Confirming Party or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors / Confirming Party with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
4. That the Purchaser/s hereby covenant/s with the Vendors / Confirming Party not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for Flat/Office/Shop and parking purposes.
5. That the Vendors / Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors / Confirming Party has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinaabove and hereinafter are

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all true and in the event of any contrary, the Vendors / Confirming Party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.

6. That the Vendors / Confirming Party hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors / Confirming Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors / Confirming Party proposes to transfer subsists and the Vendors / 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.

7. That the Purchaser/s shall permit entry at all reasonable times to the Vendors / Confirming Party and/or their agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, 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/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

That the Purchaser/s shall not do any act, deed or thing whereby the development / construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors / 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., Siliguri 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 / Confirming Party shall have no responsibility or any liability in this respect.

9. That the Vendors / Confirming Party further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest to the Purchaser/s of the 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. 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.

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11. 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.

12. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

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

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

15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendors / Confirming Party on collection of maintenance from Flat/Office/Shop unit / premises owners and thereafter the owners and occupants of different Flat/Office/Shop / premises shall form and constitute an 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 of Flat/Office/Shop unit / premises and as soon as the owners and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors / Confirming Party in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners' Association.

16. 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, choukidar, etc. as will be determined by the Vendor / 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.

AMILALKA DEVELOPERS

PARTNER



17. That in case the Purchaser/s make/s default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given hereinunder) within time allowed by the Vendors / 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 the Vendors / Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendors / Confirming Party or the Association in consequence thereof.

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

That the Purchaser shall prior to the transfer of the Schedule-B property shall obtain clearance certificate with respect to the COMMON EXPENSES from the Vendors / Confirming Party or the Apartment Owners' Association.

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

20. That the Purchaser/s further covenant/s with the Vendors / 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 and the Vendors / 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 unit of the building save the battery-operated inverter.

AMILAKA DEVELOPERS
PARTNER

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22. That the Purchaser/s shall:

- a) Co-operate with the Vendors / Confirming Party in the management and maintenance of the common portions of the building.
- b) Pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendors / Confirming Party saved harmless and indemnified in respect thereof.
- c) Not alter any outer portion, elevation of the building.
- d) Not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building or the common portions.
- e) Not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendors / Confirming Party save at the place as be indicated thereof.
- f) Not claim any right whatsoever or howsoever over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser/s.
- g) That the Purchaser/s shall display the sign board in the conspicuous place above the shutter of his premises.
- h) Not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the said units of the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendors / Confirming Party.
- i) Not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.

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

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PARTNER
[Signature]

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

25. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendors / Confirming Party or the 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/they shall have the right to move to Court at Jalpaiguri.

SCHEDULE – “A”
(DESCRIPTION OF THE LAND)

All that piece or parcel of Vacant land measuring **79.735(Seventy Nine Point Seven Three Five)** Kathas in R. S. Plot Nos. **80, 81, 80/777 & 81/780** corresponding to L. R. Plot Nos. **8, 10 & 11**, recorded in R. S. Khatian No. **90/1** corresponding to L. R. Khatian Nos. **192, 413, 232, 414 & 415**, under R. S. Sheet No. **8** corresponding to L.R. Sheet No. **24**, J.L. No **02**, situated at Mouza-**DABGRAM**, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, within Siliguri Municipal Corporation in Ward No. “**XXXXI**”, Located at **Jyotinagar Siliguri Sevoke Road**, Addl. Dist. Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.

PLOT WISE DETAILS OF ABOVE SCHEDULE

LAND USED		PLOT NO.	KHATIAN NO.	AREA
PROPOSED	R. O. R	R. S.	R. S.	
BASTU	SAHARI	80	90/1	33 Dec
BASTU	DAHALA	81	90/1	12.1688 Dec
BASTU	BASTU	80/777	90/1	60 Dec
BASTU	DANGA	81/780	90/1	26.4 Dec
			Total =	131.5688 Dec

The said land is butted and bounded as follows: -

By the North: Land of Bhabani Chhetri & Others

By the South: Land of Bhutan Guest House

By the East : Land of Sushil Agarwal & Others

By the West : 60 Ft. wide Sevoke Road

AMILALKA DEVELOPERS
PARTNER

Amilalka

SCHEDULE-B
(DESCRIPTION OF UNIT HEREBY SOLD)

ALL THAT Flat/office/Shop/One Unit, having tiles flooring and lift facilities, bearing Carpet Area more or less about _____ Sq. Ft. and Total Super Built up Area _____ Sq. Ft. or equal to _____ square meter, being Unit No. "_____" at _____ Floor of the building together with the right to park one car in the Parking Space (if any) measuring _____ Sq. Ft. at _____ Floor, **BLOCK "A/B"**, of the building complex of the Residential Cum Commercial building named "**AMILALKA DWARIKA CASTLE**" constructed on the land as described in Schedule- "A" herein above together with undivided and impartible proportionate share in the land.

SCHEDULE-C
(COMMON PROVISIONS AND UTILITIES)

1. Stair case, lift and stair case landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. Generator Set, Security Guard Room and Common Toilet.
5. Drainage and sewerage.
6. Boundary wall and main gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

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.

AMILALKA DEVELOPERS

PARTNER



2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, 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. Costs of formation and operation of the service organization including the Flat/Office/Shop expenses incurred for maintaining the Flat/Office/Shop thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump, etc. 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 Vendors/ Confirming Party and/or the service organization for the common purposes.

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

WITNESSES:

1.

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

VENDORS/OWNERS

AMILALKA DEVELOPERS

Amilalka

PARTNER

CONFIRMING PARTY/ DEVELOPER

2.

Drafted as per the instruction of the parties and printed in the Office.

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

(MANOJ KUMAR KEDIA)
Advocate, Siliguri.
Regn No. WB/94/1997