

Shree Dwarika Enclave LLP
Deepika in Asrool
Partner

DEED OF SALE

THIS DEED OF SALE EXECUTED ON THIS _____ DAY OF _____, 2025

ALL THAT _____ (Office/Shop/Unit) having Carpet Area of _____ .00 (_____ Point Zero Zero) Square Feet & Super Built-up Area _____ .00 (_____ Point Zero Zero) Square Feet at _____ Floor, Block No. _____ of the building together with the right to park one car in the Parking Space (Covered/open) (if any) measuring _____ .00 (_____ Point Zero Zero) Square Feet at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands.

BUILDING NAME	SHIVANANDA COMPLEX BY DWARIKA GROUP
RERA REGISTRATION NO.	
R.S. PLOT NO.	750, 1247, 1200, 1204 & 751
L.R. PLOT NO.	64 & 65
R.S. KHATIAN NO.	1689, 1665, 1690, 1687 & 1667
L.R. KHATIAN NO.	10579, 11268, 11269, 11270, 10617 & 10578
MOUZA	R.S. SILIGURI & L.R. SILIGURI MADHYA PASCHIM
J. L. NO.	R.S. 110 (88) & L.R. 90
POLICE STATION	SILIGURI
S.M.C. WARD NO.	10 (TEN)
DISTRICT	DARJEELING
CONSIDERATION VALUE	

BY AND BETWEEN

[If the Purchaser is a Company]

M/S _____, 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 : _____] authorized 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 _____,

[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(S) / ALLOTTEE(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) **SHRI PRADOSH KUMAR SARKAR** [PAN : AIMPS0048Q & AADHAAR : 3868 6667 5532], son of Late Satya Pada Sarkar Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Swamiji Sarani, Hakimpara, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, Dist. Darjeeling, in the State of West Bengal;
- 2)
- (i) **SMT KAKALI SARKAR** [PAN : AJRPS1485R & AADHAAR : 6821 7420 6325] wife of Late Debasis Sarkar, Hindu by Religion, Indian by Nationality, Housewife by Occupation, residing at Swamiji Sarani, Hakimpara, Siliguri, P.O & P.S. Siliguri, Pin 734001, District- Darjeeling, in the State of West Bengal
- (ii) **SHRI ANIRBAN SARKAR** [PAN : BJOPS8732F & AADHAAR : 9419 6281 0605], S/o Late Debasis Sarkar, Hindu by Religion, Indian by Nationality, Professional by Occupation, residing at F-1101, Ajmera Green Acres, Bennerghatta Road, Kalena Agrahara, Bangalore South, Karnataka – 560076
- (iii) **SHRI ARIJIT SARKAR**, [PAN : CPQPS7299J & AADHAAR : 2286 9909 0591], S/o Late Debasis Sarkar, Hindu by Religion, Indian by Nationality, Professional by Occupation, residing at Swamiji Sarani, Hakimpara, Siliguri, P.O & P.S. Siliguri, Pin 734001, District- Darjeeling, in the State of West Bengal,
- 3) **SHRI SAUROV SARKAR** [PAN: AVQPS9577F & AADHAAR: 7691 0127 5262], son of Late Arun Prakash Sarkar Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Swamiji Sarani, Hakimpara, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, Dist. Darjeeling, in the State of West Bengal;

----- hereinafter called the “ **VENDORS / OWNERS** ” (which expression shall mean and include unless exclude by or repugnant to the context their heirs, executors, successors, administrators, legal representatives and assignees) of the “ **SECOND PART** ”.

AND

SHREE DWARIKA ENCLAVE LLP, [PAN : ACGFS0929N], A LLP registered under Limited Liabilities Partnership Act, 2008, having its LLP Incorporation Number : AAB-2043 dated 06/11/2012, having its Registered Office at 2/5, Sarat Bose Road, Sukhsagar, Kolkata-700020 in the State of West Bengal and represented by one of its **PARTNER – SRI DEEPAK**

KUMAR AGARWAL, [PAN : ACZPA4957D & AADHAAR : 6195 0242 1028], son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Rasraj Sweets Parlour, Railgate, Mahabirathan, P.O. Siliguri Town, P.S. Siliguri, Pin – 734004, District Darjeeling, in the State of West Bengal, India, authorized vide _____, ----- hereinafter referred to as the **“DEVELOPER / PROMOTER / CONFIRMING PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **“THIRD PART”**.

The Owner, Promoter and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS vide three separate Gift Deeds, one Sale Deed, as per WILL and as per Legal Heir as detailed below, the Landowners became the owner of 0.7250 Acres of land.

A. (I.) AND WHEREAS one Satyapada Sarkar had acquired a piece and parcel of land measuring 0.64 Acres with all Structures, Sheds, Machineries, Materials, Timbers of the Saw Mill Known as “Shivananda Saw Mill” at Sevoke Road in Mouza Siliguri, J.L. No 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Dist. Darjeeling being part of Holding No 409/243 of Ward No 05 of Siliguri Municipality appertaining to R.S. Plot No. 750 (0.530 Acres) recorded in R.S. Khatian No. 1689, R.S. Plot No. 1247 (0.090 Acres) recorded in R.S. Khatian No. 1665, R.S. Plot No. 1200 (0.015 Acres) recorded in R.S. Khatian No. 1690, R.S. Plot No. 1204 (0.005 Acres) recorded in R.S. Khatian No. 1687, by virtue of Deed of Partition, executed on 29th July, 1987, being Deed No. I-5189 for the year 1987 registered in the office of the Sub-Registrar Siliguri and shall ever since then the Satyapada Sarkar had been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(II.) AND WHEREAS subsequently the above-named Satyapada Sarkar had died on 2003, leaving behind a WILL on 07/09/1993.

(III.) AND WHEREAS thereafter IN THE DISTRICT DELEGATE AT SILIGURI was pleased to grant Probate of the said WILL on 24/07/2015, being MISC JUDICIAL (PROBATE) CASE No. 40 of 2015 in favour of his three sons – Sri Arun Prakash Sarkar, Sri Pradosh Kumar Sarkar and Sri Debasis Sarkar to all immovable properties of Late Satyapada Sarkar and each having 1/3rd undivided share of all immovable properties left behind their father Late Satyapada Sarkar.

(IV.) AND WHEREAS the above-named 1. Sri Arun Prakash Sarkar, 2. Sri Pradosh Kumar Sarkar & 3. Sri Debasis Sarkar have jointly owned through aforesaid WILL of their father Late Satyapada Sarkar each having $1/3^{\text{rd}}$ undivided share i.e., 0.2133 Acres little more or less out of total land measuring 0.64 Acres and shall ever since then the 1. Sri Arun Prakash Sarkar, 2. Sri Pradosh Kumar Sarkar & 3. Sri Debasis Sarkar have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(V.) AND WHEREAS the above-named Sri Arun Prakash Sarkar had transfer vide two Separate Deed of Gift, being Document No's. I-1066 of 2015 and I-1895 of 2015 both registered at the Office of the A.D.S.R., Siliguri, District Darjeeling unto and in favour of **Sri Saurov Sarkar**, S/o Sri Arun Prokash Sarkar @ Arun Prakash Sarkar and thereafter the above-named Sri Saurov Sarkar became the owner of 0.0914 Acres + 0.1219 = **0.2133 Acres** i.e., $1/3^{\text{rd}}$ share of total land measuring 0.64 Acres, appertaining to R.S. Plot No. 750 recorded in R.S. Khatian No. 1689, R.S. Plot No. 1247 recorded in R.S. Khatian No. 1665, R.S. Plot No. 1200 recorded in R.S. Khatian No. 1690, R.S. Plot No. 1204 recorded in R.S. Khatian No. 1687, situated within Mouza Siliguri, J.L. No. 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Sevoke Road, Dist. Darjeeling.

B. (I.) AND WHEREAS the above-named 1. Sri Arun Pokash Sarkar @ Arun Prakash Sarkar, 2. Sri Pradosh Kumar Sarkar & 3. Sri Debasis Sarkar have jointly acquired another 0.085 Acres of Land appertaining to R.S. Plot No. 751 recorded in R.S. Khatian No. 1667, situated within Mouza Siliguri, J.L. No. 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Sevoke Road, Dist. Darjeeling, executed by Amirul Haque Khan & Others, by virtue of Deed of Conveyance, executed on 30/03/2005 and registered on 27/06/2008 after Deficit payment, being Document No. I-1377 for the year 2008, recorded in Book No. I, CD Volume No. 10, Pages from 2221 to 2241, registered at the office of The ADSR Siliguri, Dist. Darjeeling and shall ever since then the 1. Sri Arun Prakash Sarkar, 2. Sri Pradosh Kumar Sarkar & 3. Sri Debasis Sarkar have been joint and in exclusive and peaceful possession of the said land and each having $1/3^{\text{rd}}$ undivided share i.e., 0.0283 Acres little more or less, without any act of hindrance or obstruction from anybody.

(II.) AND WHEREAS the above-named Sri Arun Prakash Sarkar had transferred vide a Separate Deed of Gift, being Document No. I-1065 of 2015 registered at the Office of the ADSR, Siliguri, District Darjeeling unto and in favour of **Sri Saurov Sarkar**, S/o Sri Arun Prokash Sarkar and thereafter the above-named Sri Saurov Sarkar became the owner of 0.0283 Acres i.e., $1/3^{\text{rd}}$ share of total land measuring 0.0850 Acres, appertaining to R.S. Plot No. 751 recorded in R.S. Khatian No. 1667, situated within Mouza Siliguri, J.L. No. 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Sevoke Road, Dist. Darjeeling.

C. AND WHEREAS the above-named **1. Sri Pradosh Kumar Sarkar** as per WILL of his father Late Satyapada Sarkar dt. 07/09/1993 & Deed of Conveyance, being No. I-1377 of 2008 became the owner of $0.2133 + 0.0283 = 0.2416$ Acres little more or less and **2. Sri Debasis Sarkar (now deceased)** as per WILL of his father Late Satyapada Sarkar dt. 07/09/1993 & Deed of Conveyance, being No. I-1377 of 2008 became the owner of $0.2133 + 0.0283 = 0.2416$ Acres little more or less and **3. Sri Saurov Sarkar**, S/o Sri Arun Prakash Sarkar vide three separate Deed of Gift, being No. I-1066 of 2015, I-1895 of 2015 and I-1065 of 2015 became the owner of $0.0914 + 0.1219 + 0.0283 = 0.2416$ Acres little more or less, **Aggregate of total land (little more or less) measuring 0.7248 Acres equivalent to 0.7250 Acres** appertaining to R.S. Plot No. 750 recorded in R.S. Khatian No. 1689, R.S. Plot No. 1247 recorded in R.S. Khatian No. 1665, R.S. Plot No. 1200 recorded in R.S. Khatian No. 1690, R.S. Plot No. 1204 recorded in R.S. Khatian No. 1687, R.S. Plot No. 751 recorded in R.S. Khatian No. 1667, situated within Mouza Siliguri, J.L. No. 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Sevoke Road, Dist. Darjeeling and shall ever since then the **1. Sri Pradosh Kumar Sarkar, 2. Sri Debasis Sarkar (now deceased) & 3. Sri Saurov Sarkar** have been joint and in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody

D. AND WHEREAS possessing the above said property, Debasis Sarkar (now deceased) S/o Late Satya Pada Sarkar, died on 25-08-2024 intestate leaving behind her wife – Smt Kakali Sarkar, Son – Shri Anirban Sarkar & Son - Shri Arijit Sarkar, as his only rightful and surviving legal heirs as per HINDU SUCCESSION ACT, 1956 and they inherited undivided land measuring 0.2416 Acres of Late Debasis Sarkar.

E. AND WHEREAS thereafter Smt Kakali Sarkar, Shri Anirban Sarkar & Shri Arijit Sarkar [Landowner No. 2 (i), 2 (ii) & 2 (iii) of these present] became the joint owner of aforesaid land left by the Late Debasis Sarkar and each having equal undivided share on land as per Law.

F. AND WHEREAS thereafter the above named Landowners subsequently also recorded the aforesaid land in their names in the record of rights at the Office of B. L. & L. R. O Siliguri, Dist- Darjeeling and shall ever since L. R. Khatian, being Khatian No's. 10579, 11268, 11269, 11270, 10617, 10578, LR Plot No. 64 & 65 was framed in the name of above-named Landowners respectively as per provision of W.B.L.R Act, 1955.

G. AND WHEREAS the Owner due to scarcity of fund & lack of knowledge of constructions works the Owners approached to "SHREE DWARIKA ENCLAVE LLP" a Limited Liabilities Partnership Firm, (the Developer) to enter into an agreement i.e. Development Agreement for the

developing their land by constructing of Commercial Building on the said plot of land and said Development Agreement executed by both the parties vide a Registered Development Agreement, being Document No. I-1978 for the year 2023 and a Registered Supplementary Development Agreement, being Document No. I-2179 for the year 2024 and both are registered in the office of the A.D.S.R. Siliguri, Dist. Darjeeling.

H. AND WHEREAS thereafter the Owners hereof had got their Building Plan approved from Siliguri Municipal Corporation (S.M.C.) vide Building Plan No.SWS-OBPAS/0104/2024/2104 Dated 25/03/25 for a Double Basement plus Ground plus 6 (six) Storied Commercial Building on land measuring 0.7250 Acres as more particularly described in the Schedule - A below and to distinguish the proposed Commercial Building with a view to assign an identity to the building, the Owners/Confirming Party decided to name the building as **"SHIVANANDA COMPLEX BY DWARIKA GROUP"**.

I. AND WHEREAS the Vendor/Confirming Party have divided the said commercial building into several independent apartment/s along with common area and facilities.

J. AND WHEREAS the Vendor / Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own Apartment in the said Residential cum Commercial 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.

K. 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 _____ (Shop/Office/Unit/Parking) Space having Carpet Area of _____ .00 (_____ Point Zero Zero) Square Feet & Super Built-up Area _____ .00 (_____ Point Zero Zero) Square Feet at _____ Floor, Block No. _____ of the building together with the right to park one car in the Parking Space (Covered/open) (if any) measuring _____ .00 (_____ Point Zero Zero) Square Feet 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 including G.S.T.

L. 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,

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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 including G.S.T.

M. AND WHEREAS the Vendor 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 including G.S.T. under the conditions mentioned herein under.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of total sum of Rs. _____ .00 (Rupees _____) only including G.S.T, paid by the Purchaser/s to the Vendor/Confirming Party, by CHEQUE/RTGS/NEFT, the receipt of which is acknowledged by the Vendor / Confirming Party by execution of these presents and the Vendor / Confirming Party do hereby grant full discharge to the Purchaser/s from the payment thereof and the Vendor / 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 herein under) 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 Vendor / 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 Vendor / Confirming Party or anybody claiming through or under them and all the rights, title and interest which vested in the Vendor / 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 Vendor / 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 Apartment and parking purposes.
5. That the Vendor / Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendor / 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 hereinabove and hereinafter are all true and in the event of any contrary, the Vendor / 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 Vendor / Confirming Party hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendor / Confirming Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor / Confirming Party proposes to transfer subsists and the Vendor / 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 Vendor / 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 Vendor / 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 Vendor / Confirming Party shall have no responsibility or any liability in this respect.
9. That the Vendor / 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 concerned authority 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 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 along with other occupants/owner of the building. It is hereby declared that the interest in the land is impartible.
13. That the Vendor / 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 Vendor / 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

Vendor / 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 Vendor / Confirming Party on collection of maintenance from Apartment owner and thereafter the owner and occupants of different Apartment shall form and constitute an Apartment Owner ' 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 Apartment and as soon as the owner and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendor / 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 Owner 's 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, chookidar, 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 Owner's 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.
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 hereunder) within time allowed by the Vendor / Confirming Party 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 the Vendor / Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendor / 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 Vendor / Confirming Party or the Apartment Owner's Association

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor / Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor / 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 Vendor / 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 Vendor / 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.
22. That the Purchaser/s shall:
 1. Co-operate with the Vendor / Confirming Party in the management and maintenance of the common portions of the building.
 2. 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 Vendor / Confirming Party saved harmless and indemnified in respect thereof.
 3. Not alter any outer portion, elevation of the building.
 4. 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.

5. 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 Vendor / Confirming Party save at the place as be indicated thereof.
6. 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.
7. That the Purchaser/s shall display the sign board in the conspicuous place above the shutter of his premises.
8. 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 Vendor / Confirming Party.
9. 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 Vendor / 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.
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 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 Vendor / 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 Siliguri.

SCHEDULE – “A”
(DESCRIPTION OF THE LAND)

ALL THAT piece or parcel of Vacant Homestead Land measuring about **0.7250 Acres** land appertaining to,

RS PLOT NO.	RS KHATIAN NO.	LAND AREA (IN ACRES)
750	1689	0.530
1247	1665	0.090
1200	1690	0.015
1204	1687	0.005
751	1667	0.085
TOTAL AREA OF LAND (IN ACRES)		0.7250

situated within RS Mouza Siliguri, RS J. L. No. 110 (88), P.S., Sub Division and Sub Registry Office Siliguri, Pargana Baikunthapur, Pin – 734001, Sevoke Road (**Road Zone: Panitanki More to Pranami Mandir Road**), bearing Holding No. 219/813/26/490 of Ward No. 10 of Siliguri Municipal Corporation Area, Dist. Darjeeling, West Bengal. The proposed use of land is Commercial.

The said land is butted and bounded as follows: -

By the North : Others Land
By the South : Others Land
By the East : 60 Feet wide Sevoke Road
By the West : Others Land

Shree Dwarka Enclave LLP
Partner

SCHEDULE – “B”
(DESCRIPTION OF UNIT HEREBY SOLD)

ALL THAT _____ (Shop/Office/Unit/Parking), having tiles flooring and lift facilities, Being Unit No. _____, having Carpet Area _____ .00 (_____ Point Zero Zero) Square Feet & Super Built-up Area _____ .00 (_____ Point Zero Zero) Square Feet at _____ Floor, Block No. _____ of the building together with the right to park one car in the Parking Space (Covered/open) (if any) measuring _____ .00 (_____ Point Zero Zero) Square Feet at _____ Floor of the Commercial building named **“DWARIKA ECOLUX ENCLAVE”** 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.
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-owner 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 Office/Shop expenses incurred for maintaining the 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 Vendor/ Confirming Party and/or the service organization for the common purposes.

IN WITNESS ES WHEREOF THE OWNERS / 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.

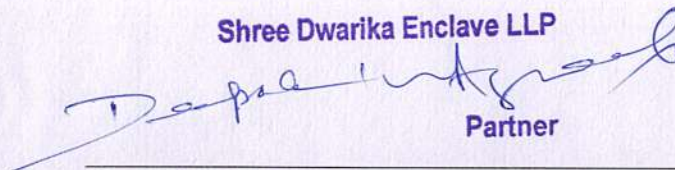
The contents of this documents have been gone through and understood personally by the Allottee (s) / Purchaser (s), Vendor & the Confirming Party.

WITNESSES:

1.

SIGNATURE OF VENDOR / OWNER

Shree Dwarika Enclave LLP



Partner

SIGNATURE OF CONFIRMING PARTY

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.

DEWANSHU DEV TIWARY
ADVOCATE, SILIGURI,
E. NO. F/279/229 OF 2014