

MDS ENCLAVE LLP

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	DWARIKA ECOLUX ENCLAVE
RERA REGISTRATION NO.	
R.S. PLOT NO.	396
L.R. PLOT NO.	68
R.S. KHATIAN NO.	448
L.R. KHATIAN NO.	189
MOUZA	DABGRAM
J. L. NO.	2 (TWO)
SHEET NO.	8 (R.S.) & 17 (L.R.)
POLICE STATION	BHAKTINAGAR
S.M.C. WARD NO.	43 (FORTY THREE)
DISTRICT	JALPAIGURI
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

SMT SANTOSH AGARWAL @ SANTOSH DEVI AGARWAL, [PAN :- AEEPA3541A] & [AADHAAR : 5901 5201 4437], Wife of Late Kamalesh Kumar Agarwal, Hindu by Religion, Indian by Nationality, residing at Airan House, Sevoke Road, Siliguri, Ward No. 10 of S.M.C., District- Darjeeling, Pin – 734001, in the State of West Bengal ----- hereinafter called the “**VENDOR / OWNER** ” (which expression shall mean and include unless exclude by or repugnant to the context her heirs, executors, successors, administrators, legal representatives and assignees) of the “**SECOND PART**”.

AND

MDS ENCLAVE LLP, [PAN: ABZFM1032E], A Partnership Firm, having its registered office at C/o Mrinal Agarwal, Flat No 3B, Dwarika Signature Tower, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Siliguri, District-Darjeeling, Pin-734001, in the State of West Bengal, India and represented by one of its **PARTNER-SRI MRINAL AGARWAL, [PAN : AKSPA1033F] & [AADHAR : 7138 5840 4131]**, Son of Sri Naresh Kumar Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, residing Opposite HDFC Bank, Cigarette Company Compound, S.F. Road, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, Siliguri, Pin-734005, in the state of West Bengal, authorized vide _____, hereinafter referred to as the “**DEVELOPER / PROMOTER / CONFIRMINGPARTY**” (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 the Owner became the owner of altogether 10 (Ten) Kathas of land, forming part of L.R. Plot No. 68 (R.S. Plot No. 396), recorded in L.R. Khatian No. 189 (R.S. Khatian No. 448), in the manner as described below.



A. (I.) AND WHEREAS One **SMT. SANTOSH DEVI AGARWAL** (the landowner above-named), Wife of Kamalesh Kumar Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq. Ft. or 0.048 Acre forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 3594 for the year 1984**, registered in the Office of the Sadar Joint Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma through their constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both son of Sri Banamali Das Sharma vide General Power of Attorney being Document No 125 for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable, transferable right, title and interest therein.

B. (I.) AND WHEREAS One **SRI MAHENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq. Ft. or 0.048 Acre forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 3593 for the year 1984**, registered in the Office of the Sadar Joint Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma through their constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both son of Sri Banamali Das Sharma vide General Power of Attorney being Document No 125 for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable, transferable right, title and interest therein.

(II.) AND WHEREAS said **SRI MAHENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal being owner of land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq. Ft. or 0.048 Acre, forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred his total land by virtue of Deed of Gift, being **Document No. 4672 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of his mother **Shila Devi Agarwal**, wife of Late Jainti Parshad Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.



(III.) AND WHEREAS said **SMT SHILA DEVI AGARWAL**, wife of Late Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 14 (Fourteen) Chhattaks 30 (Thirty) Sq. Ft., forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred her total land by virtue of Deed of Gift, being **Document No. 6924 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of **SMT. SANTOSH AGARWAL**, wife of Late Kamlesh Kumar Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.

C. (I.) AND WHEREAS One **SRI RAJENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen Sq Ft) or 0.0345 Acre forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 175 for the year 1985**, registered in the Office of the District Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma through their constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both son of Sri Banamali Das Sharma Sharma vide General Power of Attorney being Document No 125 for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable, transferable right, title and interest therein.

(II.) AND WHEREAS said **Sri RAJENDRA KUMAR AGARWAL**, son of Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq.Ft. or 0.0345 Acre, forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred his total land by virtue of Deed of Gift, being **Document No. 4673 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of his mother **Shila Devi Agarwal**, wife of Late Jainti Parshad Agarwal, and since then having permanent, heritable, transferable right, title and interest therein

(III.) AND WHEREAS said **SMT SHILA DEVI AGARWAL**, wife of Late Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq. Ft. or 0.0345 Acre, forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred her total land by virtue of Deed of Gift, being **Document No. 6923 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of **SMT. SANTOSH AGARWAL**, wife of Late Kamlesh Kumar Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.

D. (I.) AND WHEREAS One **Sri JAINTI PARSHAD AGARWAL**, son of Late Ramji Lal Agarwal, became the absolute owner of all that piece or parcel of total land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq. Ft. or 0.0345 Acre forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, by virtue of Deed of Conveyance, being **Document No. 176 for the year 1985**, registered in the Office of the District Sub-Registrar, Jalpaiguri, executed by Banamali Das Sharma, son of Late Premdas Sharma by his constituted Attorneys 1. Sri Kharga Prasad Sharma and 2. Sri Purna Prasad Sharma, both are the sons of Sri Banamali Das Sharma vide General Power of Attorney being Document No 125 for the year 1984 registered at Siliguri S.R. Office and since then having permanent, heritable and transferable right, title and interest therein.

(II.) AND WHEREAS above named JAINTI PARSHAD AGARWAL, died on 12.04.2013, intestate leaving behind his wife Smt. Shila Devi Agarwal and three sons namely Kamlesh Kumar Agarwal, Sri Rajendra Kumar Agarwal and Sri Mahendra Kumar Agarwal and a daughter Smt. Anita Agarwal, as his only legal heirs and Successors-in-interest as per Hindu Succession Act, 1956 and they inherited the equal share of land. Further said Kamlesh Kumar Agarwal also died on 21.04.2006, intestate leaving behind his wife Smt. Santosh Devi Agarwal and a daughter Smt. Kavita Sitani as his legal heirs and Successors-in-interest as per Hindu Succession Act, 1956.

(III.) AND WHEREAS **1. SRI RAJENDRA KUMAR AGARWAL** son of Late Jainti Parshad Agarwal, **2. SRI MAHENDRA KUMAR AGARWAL** son of Late Jainti Parshad Agarwal, **3. SMT. ANITA AGARWAL** daughter of Late Jainti Parshad Agarwal, **4. SMT. SANTOSH AGARWAL** wife of Late Kamlesh Kumar Agarwal & daughter in law of Late Jainti

Parshad Agarwal, **5. SMT. KAVITA SITANI** daughter of Late Kamlesh Kumar Agarwal & granddaughter of Late Jainti Parshad Agarwal, being legal heirs of Late Jainti Parshad Agarwal inherited 4/5th share of land of Jainti Parshad Agarwal i.e 1 kathas 10 Chhattak 30 Sq.ft. or 1200 Sq.ft. and being owner of their portion of land they transferred their portion of land in favour of **Shila Devi Agarwal**, wife of Late Jainti Parshad Agarwal, (Mother of serial no 1, 2 & 3, Mother-In-Law of serial no. 4 and Grand Mother of serial no. 5) by virtue of Deed of Gift, being **Document No. 4803 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri.

(IV.) AND WHEREAS said **SMT SHILA DEVI AGARWAL**, wife of Late Jainti Parshad Agarwal, being owner of land measuring 2 (Two) Kathas 1 (One) Chhattaks 15 (Fifteen) Sq. Ft. or 0.0345 Acre (As per Deed No 4803 for the year 2017-1 Kathas 10 Chhattaks 30 Sqft or 1200 Sq. ft. and as Per Legal Heir-0.41666 Kathas or 300 Sq. ft.), forming part of Plot No. 396, recorded in Khatian No. 448, under Sheet No. 8, J.L. No. 2, Touzi No. 3, situated within Mouza- Dabgram, Pargana- Baikunthapur, P.S. Rajganj (Now Bhaktinagar), District- Jalpaiguri, transferred her total land by virtue of Deed of Gift, being **Document No. 6925 for the year 2017**, registered in the Office of the Additional District Sub-Registrar, Bhakti Nagar, Jalpaiguri, in favour of **SMT. SANTOSH AGARWAL**, wife of Late Kamlesh Kumar Agarwal, and since then having permanent, heritable, transferable right, title and interest therein.

E. AND WHEREAS the aforesaid **SMT SANTOSH AGARWAL @ SANTOSH DEVI AGARWAL** (Landowner of these present) by virtue of 4 different deeds being Document No. 3594 for the years 1984, Document No. 6924 for the year 2017, Document No. 6923 for the year 2017 & Document No. 6925 for the year 2017 became the sole & absolute owner of 10 (Ten) Kathas of land fully described in Schedule below.

F. AND WHEREAS thereafter the above named Landowner subsequently also recorded the aforesaid land in her name in the record of rights at the Office of B. L. & L. R. O Rajganj, Dist- Jalpaiguri and shall ever since L. R. Khatian, being Khatian No. 189 LR Plot No. 68 was framed in the name of above-named Landowner 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 Owner approached to "**MDS ENCLAVE LLP**, A Partnership Firm, (the Developer) to enter into an agreement i.e. Development Agreement for the developing her land by constructing of Commercial Building on the said plot of land and said Development Agreement executed on 30/08/2024 by both the parties vide a Registered Development Agreement, being



Document No. I-5937 for the year 2024, recorded in Book No. I, Volume No. 0711-2024, Pages from 123744 to 123771 and registered in the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri

H. AND WHEREAS thereafter the Owner hereof had got her Building Plan approved from Siliguri Municipal Corporation (S.M.C.) vide Building Plan No. SWS-OBPAS/0104/2024/1988 Dated 25/03/25 for a Lower Ground Floor plus Upper Ground Floor plus 5 (five) Storied Commercial Building on land measuring 10 (Ten) Kathas 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 “**DWARIKA ECOLUX ENCLAVE**”.

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 Vendor / 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 owner hip in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendor / 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 Vendor / Confirming Party as fair, reasonable and highest has/have agreed to purchase from the Vendor/ 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.

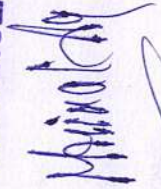
4. That the Purchaser/s hereby covenant/s with the Vendor / Confirming Party not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one 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, 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 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 Jalpaiguri.



SCHEDULE – “A”
(DESCRIPTION OF THE LAND)

ALL THAT piece or parcel of vacant land measuring about 10 (Ten) Kathas, appertaining to and forming part of RS Plot No. 396 corresponding to L.R. Plot No. 68, recorded in RS Khatian No.448 corresponding L.R. Khatian No. 189, situated within R.S. & L.R. Mouza- Dabgram, R.S. Sheet No.8 corresponding to L.R. Sheet No. 17, J.L No. 2, Police Station- Bhaktinagar, District- Jalpaiguri within Ward No. 43 of Siliguri Municipal Corporation Area Located at Sevoke Road, Road Zone: Payel Cinema Hall to Cosmos Mall, Pin-734001, in the State of West Bengal.

The said land is butted and bounded as follows: -

By the North : 15 feet Wide Private Road;
By the South : Siliguri Auto Works (Now Known as Bajaj Showroom);
By the East : 60 Feet Wide Sevoke Road;
By the West : Land & House of B. D. Sharma.

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 impartiable proportionate share in the land.

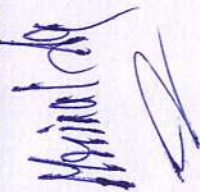


SCHEDULE – “C”
(COMMON PROVISIONS AND UTILITIES)

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 WITNESSES 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

MDS 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