

MNDK VENTURES LLP  
PARTNER  
*[Handwritten Signature]*

DEED OF SALE

THIS INDENTURES IS MADE ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023



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One Residential Flat measuring \_\_\_\_\_ Sq.ft. (Rera Carpet Area), \_\_\_\_\_ Sq.ft. (Super-built up area) in the \_\_\_\_\_ Floor, One Covered Parking measuring \_\_\_\_\_ sq. ft. on the \_\_\_\_\_ Floor along with roof area (without construction) measuring \_\_\_\_\_ Sq.ft of a Residential cum Commercial Building and the said project shall be known as **“DWARIKA RAMESHWARAM”** with a proportionate undivided share in the land on which the same stands.

RERA NO. :  
MOUZA : SILIGURI  
J.L. NO. : 110 (88)  
R.S. KHATIAN NO. : 1254, 1429  
R.S. PLOT NO. : 3178, 3180  
P.S. : SILIGURI  
DISTRICT : DARJEELING  
CONSIDERATION :

WITHIN THE LIMITS OF SILIGURI MUNICIPAL CORPORATION AREA

THIS DEED OF SALE IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

**B E T W E E N**

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MNDK VENTURES LLP

PARTNER

Mrinal Agarwal

**SRI** \_\_\_\_\_, Son of Late \_\_\_\_\_, Hindu by Religion, Indian by Nationality, \_\_\_\_\_ by Occupation, Residing at \_\_\_\_\_, P.O. & P.S. \_\_\_\_\_ District - \_\_\_\_\_ --- hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context \_\_\_\_\_ heirs, executors, successors, administrators, representatives and assigns) of the "**FIRST PART**".  
(PAN: \_\_\_\_\_).

**AND**

1. **SRI DURGA PRASAD SHAH, (PAN: AIMPS4283M) (Aadhar: 8676 3799 2965)**, son of Late Rameshwar Lal Shah, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Prabhat Residency, Mangal Pandey Road, Burdwan Road, Siliguri Bazar - 734005, P.S. Siliguri, District Darjeeling in the State of West Bengal,
2. a) **SRI ALOK SHAH, (PAN: AILPS5734N), (Aadhar: 6791 4826 9759)**  
b) **SRI AJAY SHAH, (PAN: AIYPS6238G) (Aadhar: 4158 5578 6528)**  
c) **SRI ASHOK KUMAR SHAH, (PAN: AKMPS2271D), (Aadhar: 4978 2096 7709) and**  
d) **SRI ANUP SHAH, (PAN: AIYPS6240A), (Aadhar: 9796 4139 7005)**, all are sons of Late Radhakishan Shah alias Radhakishan Agarwal, all are Hindu by Religion, Indians by Nationality, Business by Occupation, Residents of Burdwan Road, Siliguri Bazar - 734005, P.S. Siliguri, District Darjeeling in the State of West Bengal,
3. **MNDK VENTURES LLP, (PAN: ABLFM0184D)**, a Limited Liability Partnership registered as per provisions of Limited Liability Partnership Act 2008, being LLP Pin No. AAO5348 dated 14.03.2019, having its office at Patanjali Chikitsalay, 19 R.K Compound, Burdwan Road - 734005, P.O. Siliguri Bazar, P.S Siliguri, District Darjeeling in the State of West Bengal - represented by one of its Partner, **SRI MRINAL AGARWAL, (Aadhar: 7138 5840 4131)**, Son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by



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Occupation, Resident of Cigarette Company Compound, S.F Road - 734005, P.O Siliguri Bazar, P.S. Siliguri, District Darjeeling in the State of West Bengal.

4. **NEEV NIRMAAN, (PAN: AASFN7165P), a Partnership Firm , having its office at China Plaza, Seth Srilal Market, P.O. and P.S. Siliguri, District – Darjeeling - represented by two of its Partner, 1) SRI DIPAK MUNDHRA, (Aadhar: 5917 9711 775), Son of Sri Bijay Kumar Mundra, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 3<sup>rd</sup> Floor Plot No.9, Panchwati Housing Complex, P.O. Sevoke Road, P.S. Bhaktinagar, in the District of Jalpaiguri, in the State of West Bengal and 2) SRI NARAYAN PRASAD AGARWAL ALIAS NARAYAN AGARWAL, (Aadhar: 2385 7765 2554) Son of Sri Shree Chand Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Uttar Rathkhola, Bhimram, P.O. & P.S. Naxalbari, District- Darjeeling --- hereinafter jointly and collectively called the "VENDORS" (which expression shall mean and include unless excluded by or repugnant to the context its successors, representative, administrators, executors and assigns) of the "SECOND PART".**

**AND**

**MNDK VENTURES LLP, A Limited Liability Partnership, having its office at Patanjali Chikitsalay, 19 R.K. Compound, Burdwan Road, P.O Siliguri Bazar, P.S Siliguri, District Darjeeling - represented by one of its Partner, SRI MRINAL AGARWAL, son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Cigarette Company Compound, S.F Road, P.O Siliguri Bazar, P.S. Siliguri, District Darjeeling - hereinafter called the "DEVELOPER/THIRD PARTY" which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors, representatives administrators and assigns) of the "THIRD PART". (PAN: ABLFM0184D).**

**WHEREAS:****A. I)**

- i. **WHEREAS** one **Rameswar Lal Agarwala**, son of Mangal Chand Agarwala had become the owner of land measuring 34 Kathas, by virtue of a Registered Deed of Partition, dated 22.05.1969, being Document No. I- 2583 for the year of 1969 and the same was registered in the Office of the Sub-Registrar Siliguri, in the District of Darjeeling.
- ii. **AND WHEREAS** one **Rameswar Lal Agarwala**, during his lifetime transferred land measuring 6 Kathas in favour of his three sons namely **1. Sri Radha Kishan Agarwala @ Shah, 2. Sri Gobindram Agarwala @ Shah and 3. Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1), by virtue of a Registered Deed of Gift dated 05.05.1975, being Document No. I- 4324 for the year of 1975 and the same was registered in the Office of the Sub-Registrar Siliguri, in the District of Darjeeling.
- iii. **AND WHEREAS** **1. Sri Radha Kishan Agarwala @ Shah, 2. Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1), had during their lifetime transferred their undivided share of land measuring 4 Kathas out of the aforesaid 6 Kathas in favour of their brother, **Sri Gobindram Agarwala @ Shah** by virtue of a Registered Deed of Gift dated 09.10.1986, being Document No. I- 6131 for the year 1986 and the same was registered in the Office of the Sub-Registrar Siliguri, in the District of Darjeeling.
- iv. **AND WHEREAS** abovenamed **Rameswar Lal Agarwal** died intestate leaving behind his wife **1. Smt. Binadevi Agarwala** and his three sons namely, **2. Sri Radha Kishan Agarwala @ Shah, 3. Sri Gobindram Agarwala @ Shah and 4. Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1), as his only legal heirs and successors as per the provisions of Hindu Succession Act. Accordingly, by virtue of law of inheritance **1. Smt. Binadevi Agarwala, 2. Sri Radha Kishan Agarwala @ Shah, 3. Sri Gobindram Agarwala @ Shah and 4. Sri Durga Prasad Agarwala**



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@ **Shah**(Vendor No. 1),**each of them** became the owners of 1/4<sup>th</sup> undivided share in the remaining land measuring 28 Kathas having permanent, heritable and transferable, right, title and interest therein free from all encumbrances and charges whatsoever.

- v. **AND WHEREAS** abovenamed **Smt. Binadevi Agarwala, Sri Radha Kishan Agarwala @ Shah, Sri Durga Prasad Agarwala @ Shah and Sri Gobindram Agarwala @ Shah** thereafter partitioned land measuring 24 Kathas 12 Chhataks 32 sq.ft. out of the land measuring 28 Kathas amongst themselves by virtue of a Registered Deed of Partition dated 09.10.1986, being Document No. I-6132 for the year 1986 and the same was registered in the Office of the Sub-Registrar Siliguri, in the District of Darjeeling and the remaining land measuring 3 Kathas 3 Chhataks and 13 sq.ft. continued to remain in their joint ownership.
- vi. **AND WHEREAS** by virtue of the above Partition Deed **Smt. Binadevi Agarwala** became the owner of undivided land measuring 1 Kathas 14 Chattaks 18 sq.ft, **Sri Radha Kishan Agarwala @ Shah** became the owner of undivided land measuring 9 Kathas 13 Chattaks 21 sq.ft, **Sri Gobindram Agarwala @ Shah** became the owner of undivided land measuring 2 Kathas 11 Chattaks and **Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1) became the owner of undivided land measuring 10 Kathas 5 Chattaks 38 sq.ft. and the remaining land measuring 3 Kathas 3 Chhataks and 13 sq.ft. continued to remain in their joint ownership.
- vii. **AND WHEREAS** abovenamed Binadevi Agarwala thereafter died intestate leaving her three sons namely, **1. Sri Radha Kishan Agarwala @ Shah, 2. Sri Gobindram Agarwala @ Shah and 3. Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1), as her only legal heirs and successors as per the provisions of Hindu Succession Act. Accordingly, by virtue of Law of Inheritance, **1. Sri Radha Kishan Agarwala @ Shah, 2. Sri Gobindram Agarwala @ Shah and 3. Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1), **each of them** became the owners of 1/3<sup>th</sup> undivided share in the land measuring 1 Kathas 14 Chattaks and 18 sq ft acquired by Late Binadevi Agarwala vide Partition Deed No. I- 6132 for the year 1986 and each of them also became the



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owners of 1/3<sup>th</sup> undivided share in the land measuring 12.75 Chattaks and 3.25 sq ft being the share of Late Binadevi Agarwala in the land measuring 3 Kathas 3 Chhataks 13 sq ft which remained in the joint ownership of **Late Binadevi Agarwala, Sri Radha Kishan Agarwala @ Shah, Sri Gobindram Agarwala @ Shah and Sri Durga Prasad Agarwala @ Shah** after Partition.

- viii. **AND WHEREAS** the abovenamed **Sri Gobindram Agarwala @ Shah** transferred his undivided share of land measuring 456 sq.ft. and tin shed structure measuring 456 sq. ft. which he inherited from his mother and his undivided land measuring 1 Katha 1 Chhatak and 4.33 sq.ft. in favour of **Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1) by virtue of two separate Registered Deeds of Gift both being dated 17.06.2019, being Document Nos. I-1292 and I- 1319 for the year 2019 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.
- ix. **AND WHEREAS** in the manner aforesaid, **Sri Durga Prasad Agarwala @ Shah** (Vendor No. 1), became the owner of land measuring 13 Kathas 7 Chhatak and 238.66 sq. ft. (land measuring 10 Katha 5 Chhatak and 38 sq.ft. by virtue of a Registered Deed of Partition dated 09.10.1986, being Document No. I-6132 for the year 1986, land measuring 456 sq. ft. inherited from his mother Late Binadevi Agarwala, land measuring 456 sq.ft and undivided land measuring 1 Katha 1 Chhatak and 4.33 sq. ft from his brother **Sri Gobindram Agarwala @ Shah** by virtue of two Registered Deeds of Gift both being dated 17.06.2019, being Document Nos. I-1292 and I- 1319 for the year 2019 and land measuring 1 Katha 1 Chhatak 4.33 sq ft being his share in the land measuring 3 Kathas 3 Chhataks 13 sq.ft. which remained in the joint ownership of Late Binadevi Agarwala, Sri Radha Kishan Agarwala @ Shah, Sri Gobindram Agarwala @ Shah and Sri Durga Prasad Agarwala @ Shah after Partition.



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- x. **AND WHEREAS** in the manner aforesaid, **Sri Radha KishanAgarwala @ Shah, became the owner of land measuring 11 Kathas 8 Chhatak and 31.33 sq. ft.**(land measuring 9 Katha 13 Chhatak and 21 sq.ft. by virtue of a Registered Deed of Partition dated 09.10.1986, being Document No. I-6132 for the year 1986, land measuring 456 sq. ft. inherited from his mother Late Binadevi Agarwala and land measuring 1 Katha 1 Chhatak 4.33 sq ft being his share in the land measuring 3 Kathas 3 Chhataks 13 sq ft which remained in the joint ownership of Late Binadevi Agarwala, Sri Radha KishanAgarwala @ Shah, Sri Gobindram Agarwala @ Shah and Sri Durga PrasadAgarwala @ Shah after Partition.
- xi. **AND WHEREAS** Sri Radha KishanAgarwala @ Shah died interstate leaving behind his two daughters 1) **SMT. BIDYA AGARWAL @ BIDHYA AGARWAL** 2) **SMT. MANJU AGARWAL** and four sons namely 3) **SRI ANUP SHAH** [Vendor No. 2(d)]4) **SRI ALOK SHAH** [Vendor No. 2(a)] 5) **SRI AJAY SHAH** [Vendor No. 2(b)] AND 6) **SRI ASHOK KUMAR SHAH** [Vendor No. 2(c)]and each of them became the owners of 1/6<sup>th</sup> undivided share in the land measuring 11 Kathas 8 Chhatak and 31.33 sq. ft. and structure measuring 4101 sq. ft.
- xii. **AND WHEREAS** the abovenamed 1) **SMT. BIDYA AGARWAL @ BIDHYA AGARWAL and 2)SMT. MANJU AGARWAL** transferred their 2/6<sup>th</sup> undivided land measuring 2770.45 sq.ft. out of the total land measuring 8311.33 sq.ft together with 2/6<sup>th</sup> undivided tin shed structure measuring 1367 sq.ft out of the total tin shade structure measuring 4101 sq.ft in favour of their four brothers abovementioned namely 3)**SRI ANUP SHAH** [Vendor No. 2(d)]4) **SRI ALOK SHAH** [Vendor No. 2(a)]5) **SRI AJAY SHAH** [Vendor No. 2(b)]and 6) **SRI ASHOK KUMAR SHAH** [Vendor No. 2(c)]by virtue of Registered Gift Deed, dated 27.01.2020, being Document No. I-206, for the year of 2020 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.





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xiii. **AND WHEREAS** in the manner aforesaid **SRI ALOK SHAH**[Vendor No. 2(a)], **SRI AJAY SHAH**[Vendor No. 2(b)],**SRI ASHOK KUMAR SHAH** [Vendor No. 2(c)]**and SRI ANUP SHAH** [Vendor No. 2(d)]all sons of Late Radhakishan Shah alias Radhakishan Agarwal became the joint owners of land measuring 11 Kathas 8 Chhatak and 31.33 sq. ft. and structure measuring 4101 sq. ft.

**II)**

- i. **WHEREAS SMT. BIDYA AGARWAL @ BIDHYA AGARWAL** had received by way of Gift land measuring 3 Kathas 12 Chhataks from her father Late Radhakishan Shah @ Radhakishan Agarwal, Son of Late Rameshwarlal Shah, by virtue of Registered Gift Deed, dated 02.11.1998, being document No. I- 2479, for the year of 1999 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.
- ii. **AND WHEREAS SMT. BIDYA AGARWAL @ BIDHYA AGARWAL**, Daughter of Late Radhakishan Shah alias Radhakishan Agarwal transferred land measuring 3 KATHAS 12 CHHATAKS in favour of **SRI ANUP SHAH**[Vendor No. 2(d)], son of Late Radhakishan Shah alias Radhakishan Agarwal, by virtue of Registered Deed of Gift being dated 28.01.2020, being Document No. I-269 for the year 2020 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

**II)**

- i. **WHEREAS SRI ANUP SHAH**[Vendor No. 2(d)]had also received by way of Gift land measuring 4 Kathas from his mother, Sri Godavari Devi Agrawal (Shah), wife of Late Radhakishan Shah alias Radhakishan Agarwal, by virtue of Registered Gift Deed, dated 15.05.2013, being Document No. I- 1959, for the year of 2013 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.



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- ii. **AND WHEREAS SRI ANUP SHAH**[Vendor No. 2(d)] transferred undivided land measuring 2.25 KATHAS in favour of his brothers, **SRI ALOK SHAH**[Vendor No. 2(a)], **SRI AJAY SHAH** [Vendor No. 2(b)] and **SRI ASHOK KUMAR SHAH**[Vendor No. 2(d)] by virtue of Registered Deed of Gift, being dated 13.11.2019, being Document No. I-2460 for the year 2019 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

## IV)

- i. **WHEREAS MNDK VENTURES LLP**(Vendor No. 3), A Limited Liability Partnership, purchased land measuring 2.1719 Kathas from **SRI GOVINDRAM AGARWALA @ SHAH** by virtue of Registered Sale Deed, being Document No. I- 1400 for the year of 2019 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.
- ii. **WHEREAS MNDK VENTURES LLP**(Vendor No. 3), A Limited Liability Partnership, purchased land measuring 6.5156 from **SRI RAJESH SHAH and others** by virtue of Registered Sale Deed, being Document No. I-1819 for the year of 2019 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.
- iii. **AND WHEREAS** in the manner aforesaid Vendor No. 1) **SRI DURGA PRASAD AGARWALA @ SHAH**, son of Late Rameswar Lal Agarwal became the absolute owner of land measuring 13 Kathas 7 Chhatak and 238.66 sq. ft., [Vendor No. 2(a)] **SRI ALOK SHAH**, [Vendor No.2(b)] **SRI AJAY SHAH** and [Vendor No.2(c)] **SRI ASHOK KUMAR SHAH**, all sons of Late Radhakishan Shah alias Radhakishan Agarwal each of them became the absolute owners of undivided land measuring 3.25 Kathas 3.5 Chattaks 120.33 sq.ft , [Vendor No. 2 (d)] **SRI ANUP SHAH**, son of Late Radhakishan Shah alias Radhakishan Agarwal became the absolute owner of undivided land measuring 8 Katha 3.5 Chattaks 120.33 sq.ft and Vendor No.3,



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**MNDK VENTURES LLP**, became the absolute owner of land measuring 8.6875 Kathas.

- iv. **AND WHEREAS MNDK VENTURES LLP** (Vendor No. 3), became the owner of land measuring 8.6875 Kathas by virtue of purchase from Sri Govindram Agarwal @ Shah and Rajesh Shah and others vide two registered sale deeds being document No. I-1400 and I-1819 both for the year 2019 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.
- v. **AND WHEREAS** one **SRI DURGA PRASAD AGARWALA @ SHAH** and others [Vendor No. 1 and 2(a), (b), (c) and (d)] who were the owners of land measuring 33.0625 Kathas entered into a Development Agreement with **MNDK VENTURES LLP**, (abovenamed Developer), by virtue of a Registered Development Agreement dated 30.06.2020, being document No.I-0960 for the year of 2020 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.
- v)
- i. **WHEREASNEEV NIRMAAN (Vendor No. 4), a Partnership Firm** became the owner of land measuring 13 Kathas along with one storied Residential Building measuring 1000 Sq.Ft. with cemented flooring standing thereon by virtue of purchase from **SRI SAJJAN KUMAR AGARWAL** vide Registered Deed of Sale, dated 16.07.2021, being Document No. I-1583 for the year 2021 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.
- ii. **AND WHEREASNEEV NIRMAAN (Vendor No. 4), demolished the Residential Building** measuring 1000 Sq.Ft. standing on the abovementioned land.
- iii. **AND WHEREASNEEV NIRMAAN** desirous of constructing a multi storied building on the aforesaid of land measuring 13 Kathas but due to lack of experience was in look out for a Entity/Developer to develop its scheduled landed property approached the above said Developer

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**MNDK VENTURES LLP** and the Developer **MNDK VENTURES LLP** agreed to the request of **NEEV NIRMAAN (Vendor No. 4)**.

- iv. **AND WHEREASNEEV NIRMAAN** (Vendor No. 4), the owner of land measuring 13 Kathas entered into a Development Agreement with **MNDK VENTURES LLP**, (abovenamed Developer), by virtue of a Registered Development Agreement dated 12.05.2023 being document No. I-1661 for the year of 2023 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

**AND WHEREAS** both the abovementioned lands for which the above-named Vendors have entered into Development Agreements are adjacent to each other, therefore the Vendors amalgamated their plots of lands for the better utilization of the land and to give better shape to the building/s and the entire land is more particularly described in Schedule-A below.

**AND WHEREAS** the Vendors/Developer being desirous of constructing a Residential cum Commercial Building and the said project shall be known as "**DWARIKA RAMESHWARAM**" on the Schedule - A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, dated: 10.04.2023, being Plan No. SWS-OBPAS/0104/2022/2246, for Residential cum Commercial Building.

**AND WHEREAS** the Vendors/Developer have formulated a scheme to enable a person/party intending to have own unit or premises in the said building alongwith the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

**AND WHEREAS** the Vendors/Developer Party in the process of construction of the said building divided into several independent units/premises along with the common facilities.



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**AND WHEREAS** the Vendors/Developer have now firmly and finally decided to sell and have offered for sale to the Purchaser/s a flat measuring about \_\_\_\_\_ sq.ft. (Rera Carpet Area) at \_\_\_\_\_ Floor in Block No..... of the building more particularly described in the Schedule-B given herein below, for a valuable consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

**AND WHEREAS** the Purchaser/s being in need of a flat in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors/Developer to the said land, site plan, sanctioned building plan, standard of workman ship 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/Developer as fair, reasonable and highest have agreed to purchase from the Vendors/Developer, the said flat more particularly described in the Schedule - B given hereinunder with undivided common share or interest in the stairs, roof, open space, toilet, well, over head tanks and other fittings and fixtures and other common parts, services of the building, free from all encumbrances, charges, liens, lispences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

**AND WHEREAS** an Agreement of Sale dated .# ..... was executed between the Purchaser/s and Vendors/Developer in respect of the Schedule 'B' Property, being Document No. I - ..... for the year ..... and the same was registered in the Office of the ....., District .....

**AND WHEREAS** the Vendors/Developer have now agreed to execute the 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 for a consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

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**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

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



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4. That the Purchaser/s hereby covenant with the Vendors/Developer not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.
5. That the Vendors/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule - B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.
6. That the Vendors/Developer do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule - A property is held by the Vendors/Developer under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer proposes to transfer subsists and the Vendors/Developer 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 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/Developer 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.L. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors/Developer shall have no responsibility or any liability in this respect.



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9. That the Vendors/Developer further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.

10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule - B property both at the Office of the B.L. & L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay Municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule - B property or let-out, lease-out the Schedule - B property to whomsoever.

12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

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

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

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





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

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

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

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

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Developer or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire



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cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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

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

22. That the Purchaser/s shall have no objection if the other owners/occupants of the flat in another block in the said complex uses the parking facility in the block in which the purchaser/s of these present has/have purchased the Schedule-B property, provided the said facility has been allotted/sold by the Vendors/Developer.

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



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**SCHEDULE - 'A'****(DESCRIPTION OF THE LAND OF WHICH BUILDING STANDS)**

All that piece or parcel of Bastu land measuring 54.75 Kathas appertaining to and forming part of R.S Plot No 3180 and 3178, recorded in R.S. Khatian No. 1254 and 1429, in Mouza Siliguri, J.L. No. 110 (88), Pargana Baikunthapur, within the limits of Siliguri Municipal Corporation P.S Siliguri, Dist Darjeeling.

**The said land is bounded and butted as follows:-**

North ... Land of Shankar Lal Agarwal  
South ... Land of Niranjnlal Agarwal @ Shah  
East ... 15 ft wide Road.  
West ... 60 feet wide Burdwan Road.

**SCHEDULE - 'B'****(DESCRIPTION OF FLAT)**

The Said Residential Flat, being Flat No. .... on the ..... Floor, in Block No..... having RERA Carpet area of ..... square feet, super built-up area ..... square feet, in Block No..... and One Covered Parking being No. .... measuring ..... sq. ft. on the ..... Floor and roof area (without construction) measuring \_\_\_\_\_ Sq.ft. of the building named "DWARIKA RAMESHWARAM" together with proportionate undivided share in the Schedule 'A' land on which the building stands.



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**SCHEDULE – ‘C’**  
**(COMMON EXPENSES)**

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1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.



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8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including 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 and/or the service organisation for the common purposes.

**SCHEDULE – 'D'**  
**(COMMON PROVISIONS AND UTILITIES)**

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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.



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**IN WITNESS WHEREOF** the representatives of the Vendors and the Developer do hereunto set their respective hands on the day, month and year first above written.

**WITNESSES: -**

1.

The contents of this document have been gone through and understood personally by the Purchaser/s and the Vendors.

2.

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**VENDORS**

**MNDK VENTURES LLP**

**PARTNER**

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**DEVELOPER**

Drafted, readover and explained by me and printed in my office.

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**MANOJ AGARWAL**

**Advocate, Siliguri.**

**(Enrl No. F-505/434 of 1997)**