

DEED OF CONVEYANCE
(SALE)

**THIS DEED OF CONVEYANCE (SALE)
IS MADE ON THIS THE DAY OF,**

BRIEF PARTICULARS OF THE PROPERTY HEREBY SOLD	
BUILDING COMPLEX NAMED	“7TH AVENUE”
OFFICE/ UNIT No. RERA CARPET AREA BUILT-UP AREA SUPER BUILT-UP AREA	“.....” Sq.FT. Sq.FT. Sq.FT.
SITUATED IN FLOOR FLOOR
CONSIDERATION	Rs.

DETAILS OF LAND	
LAND AREA ON WHICH THE BUILDING STANDS	54.5 DECIMALS OR 0.54.5 ACRE
PLOT No.	128 (R.S.), 416 (L.R.)
KHATIAN No.	282/1 (R.S.), 1116, 1560, 1565, 1566, 1559, 1561, 1567, 1562, 1563, 1564 (L.R.)
MOUZA	DABGRAM
J.L. No.	2
PARGANA	BAIKUNTHAPUR
POLICE STATION	BHAKTINAGAR
UNDER	WARD No. 42 OF SILIGURI MUNICIPAL CORPORATION
DISTRICT	JALPAIGURI

::BETWEEN::

SRI _____, son of Sri _____, having **PAN:** _____, Hindu by Religion, Indian by Nationality, Businessman by Occupation, Residing at _____, P.O. _____, P.S. _____ Pin Code-_____, District _____, West Bengal - Hereinafter called the **“PURCHASER / FIRST PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted an assigns) of the **FIRST PART**.

AND

1. **SRI PRAKASH MUNDRA**, son of Sri Prayag Chand Mundra, having **PAN : AWUPM8811D**,
2. **SRI RAVI MUNDRA**, son of Sri Prayag Chand Mundra, having **PAN : AVEPM3227G**,
3. **SRI RAJ KUMAR MUNDRA**, son of Late Ramswarup Mundra, having **PAN : AEPPM3931B**,
4. **SRI PRADEEP KUMAR MUNDRA**, son of Late Ramswarup Mundra, having **PAN : AETPM2329F**,
5. **SRI KARAN MUNDRA**, son of Late Krishan Kumar Mundra, having **PAN : AXMPM2801L**
6. **SRI SUDARSHAN MUNDRA**, son of Sri Raj Kumar Mundra, having **PAN : AWZPM4342C**,
7. **SRI ARJUN MUNDRA**, son of Sri Pradeep Kumar Mundra, having **PAN : AVXPM2630G**,
8. **SMT. RITU MUNDRA**, wife of Sri Prakash Mundra, having **PAN : ALDPM9921E** and,
9. **SMT. REKHA MUNDRA**, wife of Late Krishan Kumar Mundra, having **PAN :**

AWTPM1288M, all are Hindu by Religion, Indian by Nationality, Business by Occupation, Nos. 1, 2 and 8 are Resident of Mundra Building, Upper M.G. Marg, Gangtok Municipal Corporation, P.O. Gangtok, P.S. Sadar Thana, Pin Code-737101, District East Sikkim, in the State of Sikkim, No. 5 is Resident of Lumina Apartment, Uttorayon, Matigara, P.O. and P.S. Matigara, Pin Code-734010, District Darjeeling, in the State of West Bengal, No. 9 is Resident of Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, No. 3 and 6 are Resident of 655, Sector-7/B, Faridabad, P.O. and P.S. Sector 7 Faridabad, Pin Code-121006, District Faridabad, in the State of Haryana and No. 4 and 7 are Resident of 8C, Amarjyoti, 10 Belvedere Road, P.O. Alipore, P.S. Alipore, Pin Code-700027, District Kolkata, in the State of West Bengal - Hereinafter **JOINTLY AND COLLECTIVELY** referred to and called as the **“VENDORS / SECOND PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted an assigns) of the **SECOND PART**.

AND

RPK REALTY, a Partnership Firm, having **PAN : ABGFR9471F**, having its Office at Milestone Building, Shop No. 17, Basement Floor, 2nd Mile, Sevoke Road, P.O. Salugara, P.S. Bhaktinagar, Pin Code-734008, District Jalpaiguri, in the State of West Bengal, Represented by one of its **PARTNER, SRI KARAN MUNDRA**, son of Late Krishan Kumar Mundra, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Lumina Apartment, Uttorayon, Matigara, P.O. and P.S. Matigara, Pin Code-734010, District Darjeeling, in the State of West Bengal- Hereinafter referred to and called as the **“PROMOTER / DEVELOPER / CONFIRMING PARTY / THIRD PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, executors, administrators, successors-in-interest and permitted an assigns) of the **THIRD PART**.

I. WHEREAS one Laxmi Devi Mundra, wife of Late Ram Swarup Mundra, had purchased land measuring about 0.2725 Acre from J. Uttam Industries, a Partnership Firm, represented by its partner, Sri Dulichand Sethia, by virtue of a registered Sale Deed dated 05.03.1992, being Document No. I-1477 for the year 1992 and the same was registered in the Office of the Additional District Sub Registrar, Jalpaiguri.

AND WHEREAS, the abovenamed, Laxmi Devi Mundra had thereafter jointly with the adjacent land owner, Sri Prakash Mundra, son of Sri Prayag Chand Mundra, constructed a multistoried building, the plan prepared for which was approved by the appropriate authority, on the back side of their respective land measuring about 11 Decimals of each party.

AND WHEREAS the remaining vacant land measuring about 16.25 Decimals, i.e. (27.25 Decimals - 11 Decimals) was in absolute, khas and physical possession of the abovenamed Laxmi Devi Mundra.

AND WHEREAS, the abovenamed, Laxmi Devi Mundra thereafter died intestate leaving behind the following legal heirs:-

1. Sri Krishan Kumar Mundra - Son; (now deceased)
2. Sri Raj Kumar Mundra - Son;
3. Sri Pradeep Kumar Mundra - Son;
4. Smt. Kavita Gattani - Daughter and;
5. Smt. Geeta Rathi - Daughter and they all jointly inherited the aforesaid property of their mother, Laxmi Devi Mundra as per the Hindu Succession Act, 1956.

AND WHEREAS in this manner, all the abovenamed legal heirs of Late Laxmi Devi Mundra, namely, Sri Krishan Kumar Mundra(now deceased), Sri Raj Kumar Mundra, Sri Pradeep Kumar Mundra, Smt. Kavita Gattani and Smt. Geeta Rathi became the joint owners of the aforesaid vacant land of their mother, Late Laxmi Devi Mundra i.e. land measuring about 16.25 Decimals,

each of them having 1/5th (one-fifth) undivided share, as per the Hindu Succession Act, 1956.

AND WHEREAS the abovenamed Smt. Geeta Rathi thereafter gifted her entire aforesaid 1/5th undivided land measuring 3.25 Decimals unto and in favour of her brothers, Sri Krishan Kumar Mundra (now deceased) (0.542 Decimal), Sri Raj Kumar Mundra (0.542 Decimal) and Sri Pradeep Kumar Mundra (2.166 Decimal), vide a registered Deed of Gift dated 12.12.2015, being Document No. I-2816 for the year 2015, registered in the Office of the District Sub Registrar Jalpaiguri.

AND WHEREAS the abovenamed Smt. Kavita Gattani thereafter gifted her entire aforesaid 1/5th undivided land measuring 3.25 Decimals equally unto and in favour of her brothers, Sri Krishan Kumar Mundra (now deceased) and Sri Raj Kumar Mundra, vide a registered Deed of Gift dated 12.12.2015, being Document No. I-2817 for the year 2015, registered in the Office of the District Sub Registrar Jalpaiguri.

II. WHEREAS one Sri Prakash Mundra, son of Sri Prayag Chand Mundra, had purchased land measuring about 0.2725 Acre from J. Uttam Industries, a Partnership Firm, represented by its partner, Sri Dulichand Sethia, by virtue of a registered Sale Deed dated 05.03.1992, being Document No. I-1476 for the year 1992 and the same was registered in the Office of the Additional District Sub Registrar, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter jointly with the adjacent land owner, Smt. Laxmi Devi Mundra (now deceased) constructed a multistoried building, the plan prepared for which was approved by the appropriate authority, on the back side of their respective land measuring about 11 Decimals of each party.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his undivided land 5.4167 Decimals, being one-third undivided share in the remaining aforesaid vacant land measuring about 16.25 Decimals to his mother,

Smt. Pushpa Devi Mundra vide a registered Deed of Gift dated 19.11.2015, being Document No. I-7569 for the year 2015 and the same was registered in the Office of the Addl. District Sub Registrar Rajganj.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter also gifted his undivided land 5.4167 Decimals, being one-third undivided share in the aforesaid vacant land measuring about 16.25 Decimals to his brother, Sri Ravi Mundra a registered Deed of Gift dated 19.11.2015, being Document No. I-7570 for the year 2015 and the same was registered in the Office of the Addl. District Sub Registrar Rajganj.

III. WHEREAS the abovenamed Laxmi Devi Mundra thereafter gifted her one Residential Flat Premises having super built up area measuring about 2169 Sq.Ft. including one Servant Quarter at the Ground Floor in Block 'A' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of her grandson Sri Arjun Mundra, son of Sri Pradeep Kumar Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1399 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Laxmi Devi Mundra thereafter gifted her one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the First Floor in Block 'A' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of her grandson Sri Karan Mundra, son of Krishan Kumar Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1403 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Laxmi Devi Mundra thereafter gifted her one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the Second Floor in Block 'A' of the Multistoried Building constructed on said land measuring 22 Decimals together

with proportionate undivided share in the land unto and in favour of her grandson Sri Sudarshan Mundra, son of Sri Raj Kumar Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1400 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the Ground Floor in Block 'B' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of his mother Smt. Pushpa Devi Mundra (now deceased), wife of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1401 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the First Floor in Block 'B' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of his wife Smt. Ritu Mundra, wife of Sri Prakash Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1402 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the Second Floor in Block 'B' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of his brother Sri Ravi Mundra, son of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1398 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS in this manner the abovenamed;

1. Sri Arjun Mundra;
2. Sri Karan Mundra;
3. Sri Sudarshan Mundra;
4. Smt. Pushpa Devi Mundra (now deceased);
5. Smt. Ritu Mundra and;
6. Sri Ravi Mundra, became the co-owners of aforesaid multistoried building together with proportionate undivided share in the land measuring 22 Decimals on which the said building was constructed. That all the abovenamed six co-owners for the better utilization and development and for their mutual common benefits have mutually agreed to demolish (later on demolished) the said entire multistoried building standing thereon each of them having 1/6th undivided share in the said now vacant land measuring 22 Decimals being about 3.6667 Decimals each, having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the abovenamed Sri Ravi Mundra gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the Second Floor in Block 'B' of the said Building constructed on said land measuring 22 Decimals (11 Decimals + 11 Decimals) unto and in favour of his brother Sri Prakash Mundra, son of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 04.08.2020, being Document No. I-2986 for the year 2020, registered in the Office of the Additional District Sub Registrar Bhaktinagar. That subsequently the said Deed of Gift was cancelled and revoked vide a registered Deed of Cancellation of Gift dated 29.09.2021, being Document No. I-7317 for the year 2021 and the same was also registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS the abovenamed Sri Ravi Mundra gifted his undivided land measuring about 5.4167 Decimal unto and in favour of his brother Sri Prakash Mundra, son of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 04.08.2020, being Document No. I-2987 for the year 2020, registered in the Office of the Additional District Sub Registrar Bhaktinagar. That subsequently the said Deed of Gift was cancelled and revoked vide a registered Deed of

Cancellation of Gift dated 29.09.2021, being Document No. I-7316 for the year 2021 and the same was also registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS the abovenamed Krishan Kumar Mundra thereafter died intestate leaving behind the following two legal heirs namely;

1. Smt. Rekha Mundra - Wife and;
2. Sri Karan Mundra - Son and they both jointly inherited the aforesaid land measuring 2.167 Decimal of the deceased Late Krishan Kumar Mundra, each of them having half undivided share, as per the Hindu Succession Act, 1956, having permanent heritable and transferable right, title and interest therein.

AND WHEREAS the abovenamed Pushpa Devi Mundra thereafter died intestate leaving behind the following four legal heirs namely;

1. Sri Prayag Chand Mundra - Husband;
2. Smt. Madhu Maheshwari - Daughter;
3. Sri Prakash Mundra - Son and;
4. Sri Ravi Mundra - Son and they all jointly inherited the aforesaid vacant undivided land measuring about 5.4167 Decimals (by virtue of a Deed of Gift dated 19.11.2015, being Document No. I-7569 for the year 2015, registered in the Office of the Additional District Sub Registrar Rajganj) and vacant undivided land, after building demolition, measuring about 3.6667 Decimals (by virtue of a Deed of Gift dated 24.01.2007, being Document No. I-1401 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj) of the deceased Late Pushpa Devi Mundra, each of them having 1/4th undivided share, as per the Hindu Succession Act, 1956, having permanent heritable and transferable right, title and interest therein.

AND WHEREAS the abovenamed (1) Sri Prayag Chand Mundra and (2) Smt. Madhu Maheshwari thereafter gifted their entire share measuring about 2.70835 Decimals in the aforesaid land (i.e. being 2/4th undivided shares of vacant undivided land measuring about 5.4167 Decimals) unto and in favour of (1) Sri

Prakash Mundra and (2) Sri Ravi Mundra vide a registered Deed of Gift dated 29.05.2023, being Document No. I-3950 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS the abovenamed (1) Sri Prayag Chand Mundra and (2) Smt. Madhu Maheshwari thereafter gifted their entire share measuring about 1.8334 Decimals in the aforesaid land (i.e. being 2/4th undivided shares of vacant undivided land measuring about 3.6667 Decimals) unto and in favour of (1) Sri Prakash Mundra and (2) Sri Ravi Mundra vide a registered Deed of Gift dated 29.05.2023, being Document No. I-3952 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS in this manner the abovenamed: -

- 1) **SRI PRAKASH MUNDRA,**
- 2) **SRI RAVI MUNDRA,**
- 3) **SRI RAJ KUMAR MUNDRA,**
- 4) **SRI PRADEEP KUMAR MUNDRA,**
- 5) **SRI KARAN MUNDRA,**
- 6) **SRI SUDARSHAN MUNDRA,**
- 7) **SRI ARJUN MUNDRA,**
- 8) **SMT. RITU MUNDRA** and,
- 9) **SMT. REKHA MUNDRA,** (the **VENDORS** herein) became the absolute owners of their aforesaid **IN TOTAL MEASURING ABOUT 54.5 DECIMAL or 0.545 ACRE** respectively i.e.; (1) Sri Prakash Mundra having 18.272% share, (2) Sri Ravi Mundra having 25% share, (3) Sri Raj Kumar Mundra having 9.938% share, (4) Sri Pradeep Kumar Mundra having 9.938% share, (5) Sri Karan Mundra having 11.698% share, (6) Sri Sudarshan Mundra having 6.728%, (7) Sri Arjun Mundra having 6.728%, (8) Smt. Ritu Mundra having 6.728 % share and (9) Smt. Rekha Mundra having 4.970% share respectively and ever since then the Vendors are in exclusive and peaceful possession of the aforesaid land respectively without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein and the said total land is more particularly described in the **SCHEDULE "A"** ("said land") given below.

AND WHEREAS the names of the VENDORS have been mutated and recorded their respective aforesaid land in the concerned B.L.&L.R.O. Rajganj and separate L.R. Khatians were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955 i.e.;

- 1) Being **L.R. Khatian No. 1116** in the name of **Sri Prakash Mundra**- the **VENDOR No. 1** herein;
- 2) Being **L.R. Khatian No. 1560** in the name of **Sri Ravi Mundra** - the **VENDOR No. 2** herein;
- 3) Being **L.R. Khatian No. 1565** in the name of **Sri Raj Kumar Mundra** - the **VENDOR No. 3** herein;
- 4) Being **L.R. Khatian No. 1566** in the name of **Sri Pradeep Kumar Mundra** - the **VENDOR No. 4** herein and;
- 5) Being **L.R. Khatian No. 1559** in the name of **Sri Karan Mundra** - the **VENDOR No. 5** herein.
- 6) Being **L.R. Khatian No. 1561** in the name of **Sri Sudarshan Mundra** - the **VENDOR No. 6** herein.
- 7) Being **L.R. Khatian No. 1567** in the name of **Sri Arjun Mundra** - the **VENDOR No. 7** herein.
- 8) Being **L.R. Khatian No. 1562** in the name of **Smt. Ritu Mundra** - the **VENDOR No. 8** herein.
- 9) Being **L.R. Khatian No.** in the name of **Smt. Rekha Mundra** - the **VENDOR No. 9** herein.

AND WHEREAS the abovenamed VENDORS herein - **Sri Prakash Mundra, Pushpa Devi Mundra** (now deceased), **Sri Ravi Mundra, Krishan Kumar Mundra** (now deceased), **Sri Raj Kumar Mundra, Sri Pradeep Kumar Mundra, Smt. Ritu Mundra, Sri Arjun Mundra, Sri Karan Mundra** and **Sri Sudarshan Mundra** being desirous of constructing Commercial Multistoried Building Complex over and upon the said piece or parcel of **amalgamated land**, which is more particularly described in the **Schedule-“A”** given hereunder and for such purpose a building plan was duly sanctioned and approved by the Siliguri Municipal Corporation being Building Plan No. 511 dated 16.07.2019 sanctioned on 15.06.2021 for **Basement+G+VI**

Storied Commercial (Mercantile Retail) Building on and upon their said total Schedule “A” land.

AND WHEREAS all the abovenamed **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4, VENDOR No. 5, VENDOR No. 6, VENDOR No. 7, VENDOR No. 8 and VENDOR No. 9** herein, thereafter have entered into a Partnership under the name and style of “**RPK REALTY**” (the **PROMOTER/DEVELOPER** herein) being the Partnership Firm and the said Firm also being the Vendors/Promoter/Developer/Confirming Party of these presents to build/carry out the construction work of the building/project. The all the abovenamed Vendors herein have also contributed their respective Schedule “A” land into the said Partnership Firm to develop the said Complex.

AND WHEREAS to distinguish the proposed Commercial Complex and with a view to assign a unique identity to the said building complex, the Vendors/Promoter herein have jointly decided to name the said Commercial Complex as “**7TH AVENUE**”. It is stated that the name of the Commercial Complex will always remain unchanged.

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

AND WHEREAS the Vendors/Developer has now firmly and finally decided to sell and has offered for sale, by virtue of Agreement of Saleone **UNIT/SHOP/OFFICE** being No. “.....” measuring RERA Carpet Area Sq.Ft., Built-Up Area Sq.Ft. and Super Built-Up AreaSq.Ft., at the **Floor**, for a total consideration of Rs.-/- (Rupees Only) and the said Unit is more particularly described in the **Schedule-“B”** given herein below.

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 and being satisfied with the documents of title of the Vendors to the said land and 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 Schedule “B” property free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule “B” property for a valuable consideration of Rs./- (Rupees Only).

AND WHEREAS now the Vendors/Developer finally agreed to execute this Deed of Conveyance (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 valuable consideration of Rs./- (Rupees Only) and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of full and final amount of Rs./- (Rupees Only) paid by the Purchaser/s to the Developer vide Cheques/NEFT/RTGS/D.D., the Receipt of which is acknowledged by the Vendors and Developer by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer does 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 Vendors, Site Plan, Building Plan, Foundation Plan, Structural details, Typical Floor Plan, Front Elevation, details of Staircases as well as the Common Provisions and Utilites 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 title of the Vendors/Developer and 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 and utilities.

3. That the Vendors/Developer declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer 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 Vendors/Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.
4. That the Vendors/Developer does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule “A” property is held by the Vendors under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer 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 said Schedule “B” property without any obstruction or hindrance whatsoever.
5. That the Vendors/Developer will pay upto date panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule “B” property.

- 6.** 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.
- 7.** That the Vendors/Developer further undertakes 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 Schedule “B” property hereby conveyed at the cost of the Purchaser/s.
- 8.** That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to it/him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under it/them 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 property has been conveyed absolutely.
- 9.** That the Purchaser/s shall use the Schedule “B” property hereby sold and conveyed in favour of the Purchaser/s exclusively for commercial/semi-commercial/office purposes as the case may be.
- 10.** That the Purchaser/s undertakes not to park any vehicle in the other’s parking area, common area, pathways and passage within the said building complex.
- 11.** That the Purchaser/s will obtain its/his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., for its/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. That the electric transformer installed in the building complex shall be for the common use for the occupants of the building.

12. That the Purchaser/s shall have the right to get its/his/her/their name/s mutated with respect to the said Schedule “B” property both at the Office of the B.L. & L.R.O. and Panchayat and get it numbered as a separate holding and shall pay taxes as may be levied upon it/him/her/them from time to time though the same has not yet been assessed.
13. 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, lease-out the Schedule “B” property to whomsoever.
14. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.
15. (a) That the Purchaser/s agree/s and consent/s to the appointment by the Vendors/Developer of any agency, firm, corporate body, organization or any other person (Facility Management Company/Agency) to manage, upkeep and maintain the units in the Project together with the Building/Structure/s, and the Land and other facilities, that the Vendors/Developer may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Purchaser/s’ proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies.

(b) That the Purchaser/s hereby grants his/her/their/its consent confirming such agreement/contract/arrangement that the Vendors/Developer have or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Vendors/Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the

Vendors/Developer will novate the facility management agreement (“FM Agreement”) in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Vendors/Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Vendors/Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

(c) That the Purchaser/s agree(s) to pay the necessary fees as may be determined by the Vendors/Developer/Facility Management Company.

(d) That the Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendors/Developer/Facility Management Company.

(e) That until the said executive body/organization or any other authority of the building complex is formed and the management of the below Schedule-“B” property and said the building complex are transferred to it, the Purchaser/s shall pay to the Vendors/Developer such proportionate share of charges as may be determined by the Vendors/Developer from time to time, in its/their sole, absolute and unfettered discretion and the decision of the Vendors/Developer in this regard shall be conclusive, final and binding on the Purchaser/s. The Vendors/Developer shall either use its own resources or sub-contract the work to agency (ies). The maintenance activities will be operated by the Vendors/Developer or its nominated agency (ies) on commercial basis to ensure a reasonable return for the efforts being made in respect of the maintenance by the Vendors/Developer or its nominee / nominated agency (ies).

(f) That the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.

(g) That if any sum due as maintenance or other charges, including the damages and/ or the interest thereon is not paid within 60 (sixty) days from the due date of payment, till such time the entirety of the sum due and the interests thereon are paid, the Purchaser/s concerned shall not use any of the utilities and facilities. In such event such Purchaser/s will be deemed to have authorized the company to discontinue any or all these facilities and utilities.

- 16.** That in case the Purchaser/s makes default in payment of the proportionate share towards the common expenses (described in the Schedule-“C” given herein under) within time allowed by the Vendors/Developer or the Building Owners Association/Organization, then the Purchaser/s shall be liable to pay interest at the rate of 1 (one) percent per month for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendors/Developer or the Association/Organization acting at the relevant time for any loss or damage suffered by the Vendors/Developer or the Association/Organization in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the authority acting at such relevant time, shall be final and binding.
- 17.** That the Purchaser/s shall install the air conditioning equipment in the conspicuous place of the building as specified by the Vendors/Developer, without disturbing the inner beauty and outer elevation of the building. Furthermore the Purchaser/s shall obtain the necessary permission/NOC from the Vendors/Developer for installation of the outdoor unit of the air conditioning. That the Purchaser/s shall in no way display any sign board on the outer portion of the building thus affecting the elevation, design, color scheme, beauty of the building/complex.

- 18.** That the Purchaser/s shall not put up or affix any board, name plate or other things or other similar articles including advertisements, signboards and neon signs in the common portions or outside walls of the unit or the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent sign board in the place as specified and prior approved by the Vendors/Developer.
- 19.** 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.
- 20.** 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.
- 21.** That the Purchaser/s shall permit entry at all reasonable times to the Vendors/Developer and/ or their agents, employees, representatives, architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purpose of inspecting, examining, checking, testing, constructing developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing anything whatsoever in relation or development protection and/or safety of the building including the common portions and areas or any part or parts thereof.
- 22.** THE PURCHASER/S FURTHER AGREES AND UNDERTAKES NOT DO OR PERMIT TO BE DONE, ANY OF THE FOLLOWING ACTS:-

- a)** Store /stock / bring into / keep in the said Schedule-“A” / Schedule-“B” Property /Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the Purchaser’s agents, servants, employees, licensees, or visitors, which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building complex.
- b)** Not to damage, demolish or cause to be damaged or demolished the said Schedule-“A”/Schedule-“B” Property/Building Complex or any part thereof or the fittings and fixtures thereto.
- c)** Not to obstruct/block the common passage, lobbies, entrance, stairways, pathways or alter or add any structure whatsoever and keep them free for ingress and egress.
- d)** Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule-“A” / Schedule-“B” Property/Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
- e)** Not to use the said unit premises other than the commercial/semi-commercial/office purpose as the case may be.
- f)** Not to encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of passage, road, landings, stairs or other purposes and in the event of encroachments, 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 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 will be caused by such nuisance and its subsequent removal.

- g)** No delivery vans will be permitted within the project during the normal operational hours, so as to avoid inconvenience to the visitors.
- h)** No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building.
- i)** No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Apartments save and except the battery operated inverter.
- j)** All units will have fair amount of outbound garbage, which will include waste food, carton, and a host of other packing and related material. All the Purchaser/s will be required to liaise with the common maintenance team for their individual requirements. A system will be put in place in collaboration with the local municipal authorities for the disposal of this garbage. The outbound garbage movement will take place at specified times of the day and all Purchaser/s would be required to keep their garbage within the limits of their respective units till the time of disposal. Garbage and unused materials cannot be stored in the common open spaces and parking areas.

23. THE PURCHASER/S FURTHER AGREES, ACKNOWLEDGES AND UNDERTAKES AND COVENANTS:-

- a)** That the Purchaser/s agrees and undertakes to co-operate with the Vendors/Developer at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the

Vendors/Developer may require for the purposes of safeguarding the interest of the occupants of the said complex.

- b)** That the Purchaser/s shall be liable to pay taxes and fees that may be charged/imposed by any government authorities or statutory bodies, taxes such as gst, service tax duties, leaves, cess, fees, real estate taxes other panchayat taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied imposed upon or claimed to be owed in any relevant jurisdiction, by the State or the Central Government and/or any appropriate authorities concerned on the construction and sale of the Schedule-“B” property.
- c)** That the Purchaser/s shall keep the said Schedule-“B” Property/Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- d)** That the Purchaser/s shall always observe the rules and regulations as framed by the Vendors/Developer and/or the organization / agency / association / holding as the case may be.
- e)** That the Purchaser/s shall always co-operate with the Vendors/Developer or the Building Owners’ Association in the management and maintenance of the said Complex.
- f)** That the Purchaser/s undertakes that he/she/they/it shall form and become the member of association/organization of the said Commercial Complex, as may be formed by the occupants/occupiers/owners association in the said complex and shall pay the fees, subscription charges thereof and shall also complete such documentation and formalities and comply rules, as may be necessary for this purpose.

- g)** That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule-“B” Property and not to do anything which has the effect of affecting the structural stability of the building and/or the building complex.
 - h)** That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee/s shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.
 - i)** That the Purchaser/s agrees and covenants that the Vendors/Developer shall be at absolute liberty to sale the unsold part and portions of the said building complex as the case may be.
- 24.** That Fire alarm system and water sprinkler system, if required, will be provided by the Vendors/Developer at the high end of each unit. The Purchaser/s will be responsible to ensure that the fire alarm system and water sprinkler are not tempered with in any manner and, if required, the Purchaser/s may extend the system, at their own cost within their units at the low end. These systems have limited life and on being found unserviceable will be replaced by the Facility Management team and the costs will be borne by the Purchaser/s for their respective units. Provided that food and beverages units if any will not be permitted to operate in case the fire license and other applicable related licenses and permissions are not up to date.
- 25.** That the Vendors/Developer may at its discretion install D.G. set for power back up. The Vendors/Developer will provide power back up for the said units (of the load equivalent to the subscribed/allotted load of the said units at the discretion of the Vendors/Developer) for which the Purchaser/s shall

pay charges per K.W. (Kilowatt) of the load provided to the Purchaser/s. The Purchaser/s shall not be entitled to use any kind of portable or fixed generator set in the said units or in or around any area of the complex. The charges payable by the Purchaser/s per K.W. of the load provided to the Purchaser/s shall be calculated by the Vendors/Developer at its sole discretion for which the Purchaser/s undertakes not to object to the same in any manner whatsoever. The Purchaser/s shall be liable to pay applicable GST and / or any other taxes which are now payable or which may become applicable and payable in future (Collectively Generator Charges). The Generator Charges shall be payable on and from the date of the Purchaser/s taking possession of the said units. The Vendors/Developer and / or its nominated agency, as the case may be, shall raise every month the bills on the Purchaser/s for the Generator Charges, which will be payable by the Purchaser/s to the Vendors/Developer or to its nominees within seven days from the date of the Purchaser/s receiving the same. The Generator Charges shall be subject to change from time to time based on variation in costs of maintenance and other costs of the D.G. Set. The D.G. set will be operated by the Vendors/Developer or its nominated agency (ies) on commercial basis to ensure a reasonable return for the effort being made in respect of the operation of D.G. set by the Vendors/Developer or its nominee / nominated agency (ies).

- 26.** That the Purchaser/s shall not have any right or claim of any nature in the others floor spaces, units, parking spaces, roof top/terrace of the said building complex.
- 27.** That the Stamp Duty and Registration Fees and GST of the Schedule “B” property have been borne by the Purchaser/s.
- 28.** That the Vendors/Developer will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the

building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

29. The said Multistoried Building Complex shall always be known as “7TH AVENUE” and this name shall not be changed by any Association/Organization of the Owners/Occupants or any other person claiming through them. The name of the said building shall also remain the same and unchanged. The copy right/ trade mark / property mark and all intellectual property including the words “7TH AVENUE” shall always remain and vest with the Vendors/Developer and no person, including but not limited to the Purchaser/s/Association/Organization or the Occupant/s, shall have any claim or right of any nature whatsoever on the said intellectual property.
30. That the headings to the clauses and articles of this Indenture are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Deed.
31. That the matters not specifically stipulated in these presents or in the event of any dispute or differences in between the parties or in relation to or arising out of or touching this deed or the validity, interpretation, performance, implementation, breach or enforceability of this deed shall be settled amicably by mutual discussion, failing which the same shall be settled through the Arbitrators who shall be appointed and / or selected by both the Parties according to the choice of each of them and adjudicated under the the Arbitration Act and Conciliation Act, 1996, with modifications made from time to time. It is stated that the Parties shall not commence any legal proceedings and no receiver shall be appointed in the said premises or the said building unless the same is first referred to Arbitration and the Arbitration has given his/her award. The place of

arbitration shall be Siliguri. All the proceedings are subject to the exclusive jurisdiction of the Ld. Courts of Law at Jalpaiguri.

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SCHEDULE -“A”
(DESCRIPTION OF THE LAND)

All that piece or parcel of **LAND IN TOTAL** measuring about **54.5 DECIMALS or 0.545 ACRE**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 128** corresponding to **L.R. PLOT No. 416**, Recorded in **R.S. KHATIAN No. 282/1**, **L.R. KHATIAN Nos. 1116, 1560, 1565, 1566, 1559, 1561, 1567, 1562, 1563, 1564** , under **R.S. SHEET No. 5, L.R. SHEET No. 4**, J.L. No. 2, Pargana Baikunthapur, within the limits of **WARD No. 42** of **Siliguri Municipal Corporation**, **Sevoke Road**, road zone name: Orbit Mall to Salugara Bazar, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

By the North :- Land of Babulal Agarwal and Others,
By the South :- Land of Sri Pawan Kumar Agarwal, Smt. Rita Sengupta,
By the East :- Land of Mr. N.S. Gurung and Others,
By the West :- Sevoke Road.

Continued to next page

SCHEDULE - "B"
(DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL THAT ONE UNIT/SHOP/OFFICE SPACE BEING:-

SHOP/OFFICE/ UNIT No.	"....."
RERA CARPET AREA Sq.Ft.
BUILT-UP AREA Sq.Ft.
SUPER BUILT-UP AREA Sq.Ft.
SITUATED IN FLOOR FLOOR
BUILDING COMPLEX NAMED	"7 TH AVENUE"

TOGETHER with the undivided proportionate share in the land on which the building stands more particularly described in the **SCHEDULE-"A"** given herein above.

The said Unit hereby sold is marked and demarcated in the **SITE PLAN** attached herewith forming part of these presents.

Continued to next page

SCHEDULE – “C”
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machineries, lifts, fire fighting equipments, other equipments and installations and licenses, renewal of licenses, generator, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.
3. The periodical maintenance of the all common machinery, equipments and installations including water pumps, lifts, firefighting equipments and the renewal of their licence/s, etc.
4. 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.
5. Cost of insurance premium for insuring the building and/or the common portions.
6. All charges and deposits for supplies of common utilities to the co-owners in common.
7. Cost of working and maintenance of gardens and internal roads.
8. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.

9. Cost of working and maintenance of Firefighting system and other utilities.
10. 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.
11. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
12. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
13. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
14. All other expenses and/or outgoings as are incurred for the common purposes.

SCHEDULE- "D"
(COMMON PROVISIONS AND UTILITIES)

1. Automatic Elevator/s.
2. Generator for lighting the common portions only.
3. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
4. Water Boring.
5. Drainage and sewerage and soak well.
6. Security Guards and CCTV Facilities.
19. Such other common parts, areas and equipment, installations, fixtures 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.

NOTE:- Separate Sheets are being used for the purpose of affixing impressions of all the fingers of both the hands of the Purchaser/s, the Vendors and the Authorised Signatory of the Developer and one **SITE PLAN** is attached herewith thus forming part of these presents.

Continued to next page

IN WITNESSES WHEREOF Purchaser/s, the Vendors and the Authorised Signatory of the Developer do hereby in good health and sound conscious mind have put their respective seal and signature on these presents 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, the Vendors and Developer herein.

PURCHASER/S

2.

VENDORS

DEVELOPER

Drafted as per instructions of the Parties, readover and explained to the Parties and printed in my office:-

ADVOCATE

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser/s a total amount of Rs./- (Rupees Only) against SALE of the within named below Schedule-“B” property. The details of which are as follows: -

Dated	Payment Details	Amount (Rs.)
	TDS	
	Total	

VENDORS

DEVELOPER