

AWASH NIRMAN

Naval Kumar Aggarwal
Partner

DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF
_____, 20__.

ALL THAT _____ (Flat/Office/Unit/Shop) having Carpet Area of _____ Sq. ft. & Super Built-up Area _____ Sq. ft. at _____ Floor, BLOCK “_____” of the building together with One Car Parking in the Parking Space (Covered/Garage) (if any) measuring _____ .00 Sq. ft. at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX	DWARIKA VISTA
RERA REGISTRATION NUMBER	
PLOT NUMBER	3555, 3551, 3552/3658 & 3552/3659 (R.S.)
	10615, 10636 & 10620 (L.R.)
KHATIAN NUMBER	1239, 1330 & 1329 (R.S.)
	1795, 8728 & 9915 (L.R.)
MOUZA	SILIGURI (R.S.)
	SILIGURI MADHYA PASCHIM (L.R.)
J. L. NUMBER	110 (88) (R.S.)
	90 (L.R.)
POLICE STATION	SILIGURI
DISTRICT	DARJEELING
S.M.C. WARD NUMBER	26 (TWENTY SIX)
CONSIDERATION	RS. -----/-

AWASH NIRMAN
Navak Kumar Singh
Partner

BETWEEN

[If the Purchaser is a Company]

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

[If the Purchaser is a Partnership]

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

AWASH NIRMAN

Naresh Kumar Agarwal
Partner

[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"**.

A N D

1. SHRI NARESH KUMAR AGARWAL (PAN : ACGPA7787G & AADHAR : 8188 6240 5864) son of Late Keshoram 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, Pin -734005 District Darjeeling, in the State of West Bengal, **2. SHRI PRATEEK AGARWAL**, (PAN- BUQPA6743P & AADHAR NO.- 241021731881) son of Shri Deepak Kumar Agarwal, by nationality- Indian, by religion- Hindu, by occupation- business, residing at Mahabirsthan, Siliguri Town, Siliguri, Post Office - Siliguri Bazar, Police Station- Siliguri, Pin -734005 District Darjeeling, in the State of West Bengal, **3. AWASH NIRMAN** (PAN : ABFFA3534K) a Partnership Firm, having its Office at Nehru Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, District Darjeeling, Pin 734005, Dist. Darjeeling, in the State of West Bengal, represented by one of its **PARTNER - SHRI NARESH KUMAR AGARWAL** (PAN : ACGPA7787G & AADHAR : 8188 6240 5864) son of Late Keshoram 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, Pin -734005 District Darjeeling, in the State of West Bengal hereinafter called the **"VENDORS / LANDOWNERS / PROMOTERS"** (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 assignees) of the **SECOND PART.**

AND WHEREAS the above-named Shri Naresh Kumar Agarwal (Vendor No.1 of these present) had acquired a piece and parcel of land in total measuring **3 Kathas equivalent to 4.95 Decimals** little more or less out of which land measuring 1.5 Kathas equivalent to 2.4750 Decimals little more or less had acquired from Sri Shankar Lal Agarwal, S/o Sri Nanda Lal Agarwal, by virtue of Deed of Conveyance, executed on 02-07-2020, being Deed No. I-967 for the year 2020 and another land measuring 1.5 Kathas equivalent to 2.4750 Decimals little more or less from Sri Shankar Lal Agarwal, S/o Sri Nanda Lal Agarwal, by virtue of Deed of Conveyance, executed on 03-07-2020, being Deed No. I-977 for the year 2020, both registered at the office of The Addl. District Sub-Registrar Siliguri, respectively, appertaining to R.S. Plot No. 3555 recorded in R.S. Khatian No. 1239, within Mouza Siliguri, J.L. No 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Pargana Baikunthapur, Dist. Darjeeling, being part of Holding No. 194/153 & 124/195/1 of Ward No. 26 of Siliguri Municipal Corporation (S.M.C.) and shall ever since then Shri Naresh Kumar Agarwal has been in exclusive and peaceful possession of the said total land without any act of hindrance or obstruction from anybody and having permanent, heritable and transferable right title and interest therein.

AND WHEREAS the above-named Shri Prateek Agarwal (Vendor No. 2 of these present) had acquired a piece and parcel of land measuring **1 Kathas 15 Chhataks equivalent to 3.196875 Decimals** little more or less from Sri Shankar Lal Agarwal, S/o Sri Nanda Lal Agarwal, by virtue of Deed of Conveyance, executed on 02-07-2020, being Deed No. I-966 for the year 2020, registered at the office of The Addl. District Sub-Registrar Siliguri, appertaining to R.S. Plot No. 3555 recorded in R.S. Khatian No. 1239, within Mouza Siliguri, J.L. No 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Pargana Baikunthapur, Dist. Darjeeling being part of Holding No 194/153 & 124/195/1 of Ward No 26 of Siliguri Municipal Corporation (S.M.C.) and shall ever since then Shri Prateek Agarwal has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and having permanent, heritable and transferable right title and interest therein.

AND WHEREAS the above-named Awash Nirman (Vendor No. 3 of these present), a Partnership Firm had acquired a piece and parcel of land **measuring 0.1773 Acres equivalent to 17.73 Decimals** little more or less, out of which land measuring 0.1073 Acres equivalent to 10.73 Decimals little more or less appertaining to R.S. Plot No. 3551 recorded in R.S. Khatian No. 1330 and land measuring 0.0200 Acres equivalent to 2.00 Decimals little more or less appertaining to R.S. Plot No. 3552/3658 recorded in R.S. Khatian No. 1329 and

land measuring 0.0500 Acres equivalent to 5.00 Decimals little more or less appertaining to R.S. Plot No. 3552/3659 recorded in R.S. Khatian No. 1329 within Mouza Siliguri, J.L. No 110 (Now 88), P.S., Sub Division and Sub Registry Office Siliguri, Pargana Baikunthapur, Dist. Darjeeling in Ward No 26 of Siliguri Municipal Corporation (S.M.C.) from 1. Sri Suresh Kumar Agarwal, S/o Late Ram Swarup Agarwal & 2. Smt Sabita Agarwal, W/o Sri Suresh Kumar Agarwal by virtue of Deed of Conveyance, executed on 11-02-2022, being Deed No. I-527 for the year 2022 registered in the office of the Addl. District Sub-Registrar Siliguri and shall ever since then the Awash Nirman has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and having permanent, heritable and transferable right title and interest therein.

AND WHEREAS the above-named Vendors has also recorded their aforesaid land in their names in the Record of Rights at the Office of The B.L. & L.R.O Siliguri and shall ever since Three New L.R. Khatian Nos., being **L.R. Khatian No. 1795 (Naresh Kumar Agarwal)** in LR Plot No. 10615 & LR Plot No. 10636 and being **L.R. Khatian No. 8728 (Prateek Agarwal)** in LR Plot No. 10615 and being **L.R. Khatian No. 9915 (Awash Nirman)** in LR Plot No. 10620 respectively recorded as Bastu land within L.R. Mouza Siliguri Madhya Paschim, L.R. J.L. No. 90, P.S. Siliguri, Dist. Darjeeling as per provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS thereafter the above-named Vendors have jointly amalgamated their aforesaid total land on 06/09/2024 measuring 4.95 Decimal + 3.196875 Decimal + 17.73 Decimal = **25.876875 Decimal** into single plot of land for better utilization of the land and to give better shape to the buildings to be constructed thereon. The total plot of land is more particularly described in Schedule – A below.

AND WHEREAS the aforesaid Vendors have jointly got an amalgamated Holding No. from Siliguri Municipal Corporation (S.M.C.) vide Holding No. **N/13/124/115/1/A/195/187/149** in Ward No. 26 of S.M.C.

AND WHEREAS thereafter the above-named Vendors also got converted their classification of land from **Bastu to Commercial Bastu** in respect of L.R. Khatian No. 1795 (Naresh Kumar Agarwal) in LR Plot No. 10615 & LR Plot No. 10636 and L.R. Khatian No. 8728 (Prateek Agarwal) in LR Plot No. 10615 and L.R. Khatian No. 9915 (Awash Nirman) in LR Plot No. 10620 respectively within L.R. Mouza Siliguri Madhya Paschim, L.R. J.L. No. 90, P.S. Siliguri, Dist. Darjeeling vide **Case Nos. CN/2025/0405/59, CN/2025/0405/57 and CN/2025/0405/58**

Dated 28-04-2025 at the office of The **District Land Reforms & Land Reforms Officer, Darjeeling.**

AND WHEREAS thereafter the Vendors desirous of constructing G+3 storied Residential Cum Commercial Building, on the aforesaid plot of land more particularly described in the Schedule- 'A' given hereunder. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e., Siliguri Municipal Corporation vide approved building Plan, being Building Permit No. SWS - OBPAS/0104/2025/0524, dated 10/07/2025.

AND WHEREAS to distinguish the proposed Residential Cum Commercial Building and with a view to assign an identity to the building, the Vendors decided to name the building as "**DWARIKA VISTA**".

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

AND WHEREAS the Vendors have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own Flat/Office/Shop room / units / premises / parking spaces in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

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

AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendors to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendors as fair, reasonable and highest has/have agreed to purchase from the Vendors the Schedule-B property with

undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendens, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs._____.00 (Rupees _____) only excluding GST.

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

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs. _____.00 (Rupees_____) only excluding GST, paid by the Purchaser/s to the Vendors, by Cheque/RTGS/NEFT, the receipt of which is acknowledged by the Vendors by execution of these presents and the Vendors do hereby grant full discharge to the Purchaser/s from the payment thereof and the Vendors do hereby convey and transfer absolutely the Schedule-B property to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Government of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinunder) and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and has / have satisfied himself/ herself/ themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
4. That the Purchaser/s hereby covenant/s with the Vendors not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for Flat/Office/Shop and parking purposes.
5. That the Vendors declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors 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 Party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.
6. That the Vendors 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 proposes to transfer subsists and the Vendors have full right and authority to transfer the Schedule - B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.
7. That the Purchaser/s shall permit entry at all reasonable times to the Vendors and/or their agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

That the Purchaser/s shall not do any act, deed or thing whereby the development / construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. The Vendors shall have no responsibility or any liability in this respect.

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

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

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/owners of the building. It is hereby declared that the interest in the land is impartible.

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

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

15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendors on collection of maintenance from Flat/Office/Shop unit / premises owners and thereafter the owners and occupants of different Flat/Office/Shop / premises shall form and constitute an Apartment Owners' Association by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership of Flat/Office/Shop unit / premises and as soon as the owners and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners' Association.

16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, choukidar, etc. as will be determined by the Vendors 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.

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

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

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

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

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

- a) Co-operate with the Vendors in the management and maintenance of the common portions of the building.
- b) Pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendors saved harmless and indemnified in respect thereof.
- c) Not alter any outer portion, elevation of the building.
- d) Not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building or the common portions.

e) Not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendors / Confirming Party save at the place as be indicated thereof.

f) Not claim any right whatsoever or howsoever over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser/s.

g) That the Purchaser/s shall display the sign board in the conspicuous place above the shutter of his premises.

h) Not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the said units of the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendors.

i) Not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.

23. That the Vendors 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/owners, common area, open space and passage within the building.

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

SCHEDULE - "A"
(DESCRIPTION OF THE LAND)

ALL THAT piece or parcel of Vacant land measuring **25.876875 Decimals (Twenty Five Point Eight Seven Six Eight Seven Five)** in R. S. Plot Nos. **3555, 3551, 3552/3658 & 3552/3659** corresponding to L. R. Plot Nos. **10615, 10636 & 10620**, recorded in R. S. Khatian No. **1239, 1330 & 1329** corresponding to L. R. Khatian Nos. **1795, 8728 & 9915**, R.S J.L. No **110 (88)** corresponding to L.R J.L No. **90**, situated at R.S. Mouza - Siliguri corresponding to L.R. Mouza-Siliguri Madhya Paschim, Pargana-Baikunthapur, P.S. Siliguri, Dist-Darjeeling, within Siliguri Municipal Corporation in Ward No. "**26**", bearing S.M.C. Holding No. **N/13/124/115/1/A/195/187/149**, Located at **S.F Road Bye Lane, Rani Laxmibai Sarani, Millan Pally, Siliguri**, Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling.

The said land is butted and bounded as follows: -

By the North: Land & structure of Sri Bijay Kumar Agarwalla,
Sri Pradip Kumar Agarwalla & Mohan Lal Agarwal

By the South: Land of Sri Dilip Kumar Chowdhury and Land & Structure
of Tapan Kumar Kundu & others.

By the East : 19 Ft. wide Road.

By the West : 23 Ft. 5 Inches wide Municipal Road.

SCHEDULE-B
(DESCRIPTION OF UNIT HEREBY SOLD)

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

SCHEDULE-C
(COMMON PROVISIONS AND UTILITIES)

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

SCHEDULE-D
(COMMON EXPENSES)

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

7. Costs of formation and operation of the service organization including the Flat/Office/Shop expenses incurred for maintaining the Flat/Office/Shop thereof.

8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump, etc. and lighting the common portions including system loss for providing electricity to each unit.

9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

10. All other expenses and/or outgoings as are incurred by the Vendors/Confirming Party and/or the service organization for the common purposes.

IN WITNESSES WHEREOF the Vendor No. 1 & 2 are represent by self and Vendor No. 3 is represent by its Authorized Partner in good health and conscious mind have put their signatures on this deed of sale on the day month and year first above written.

WITNESSES:

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

1.

AWASH NIRMAN

Narash Kumar Agaswala
Partner

VENDORS

2.

Drafted as per instructions of the parties and printed in my office.

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

ADVOCATE, SILIGURI