

: 2 :

**DEED OF SALE (CONVEYANCE)**

**AREA : One Flat measuring = \_\_\_\_\_ Sq. ft. (including super built-up area) and Carpet area measuring = \_\_\_\_\_ Sq. ft. bearing Flat No. \_\_\_\_, in Block - 2 at the \_\_\_\_\_ Floor of a B + G + 8 storied building known as "ASHIYANA HEIGHTS" along with proportionate undivided share of the land measuring 261 Decimals or 158.1818 Kathas.**

**Mouza : GOURCHARAN.**

**J.L.NO. : 81**

**Khatian No. : 6178, 6177, 6177, 6176, 6503, 6470, 6474, 6471, & 5443.**

**Plot No. : R.S.- 54, 59, 62 & 66.**

**Plot No. : L.R.- 65, 43, 44, 45, 49 & 52.**

**Gram Panchayat : Patharghatta.**

**Police Station : Matigara.**

**District : Darjeeling.**

**Market Value : Rs. \_\_\_\_\_/- Only.**

**Consideration : Rs. \_\_\_\_\_/- Only.**

**THIS INDENTURE IS MADE ON THIS THE 07TH DAY OF NOVEMBER 2022 (TWO THOUSAND AND TWENTY TWO).**

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: 3 :

**B E T W E E N**

**SHRI** \_\_\_\_\_ (PAN: \_\_\_\_\_) S/O \_\_\_\_\_, Hindu by Religion, Indian by Nationality, Service by Occupation, Resident of \_\_\_\_\_, P.O. & P.S. \_\_\_\_\_, Dist. Darjeeling, Pin – 734001, in the State of West Bengal, hereinafter called the “**PURCHASER**” (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

**A N D**

**1. SAGARMATHA PROJECTS PRIVATE LIMITED, (PAN : AAGCP5124M), A Private Limited Company, incorporated under the Companies Act, 1956, having its Corporate Identity Number : U45400WB2012PTC177267, Dated - 22.08.2012, having its Registered Office at 16, Mangal Pandey Road, Khalpara, P.O. and P.S. Siliguri, Dist. Darjeeling, represented by one of its Director - **SHRI TILAK BANSKOTA** S/O Late Bhola Nath Banskota, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Ambadhura, Salbari, P.O. Sukna, now Salbari, P.S. Pradhan Nagar, Dist. Darjeeling, Pin - 734002, in the State of West Bengal.**

**A N D**

**2. SHRI TILAK BANSKOTA (PAN : AGYPB3214B) S/O Late Bhola Nath Banskota, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Ambadhura, Salbari, P.O. Sukna, now Salbari, P.S. Pradhan Nagar, Dist. Darjeeling, Pin - 734002, in the State of West Bengal.**

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**A N D**

**3. SHRI NARESH AGARWAL(PAN : ACHPA8732A) S/O Late Ram Singh Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, Resident of Mangal Pandey Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, in the State of West Bengal.**

**A N D**

**4. SMT. SHASHI AGARWAL (PAN : AEFPB2422Q) D/O Shri Ghisharam Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, Resident of Sri Ram Colony, Sevoke Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, in the State of West Bengal.**

**A N D**

**5. SHRI ROHIT AGARWAL (PAN : BLWPA8749N) S/O Shri Roshan Lal Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, Resident of Khalpara, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin – 734001, in the State of West Bengal.**

**A N D**

**6. SHRI RAHUL AGARWAL (PAN : CLDPA9074L) S/O Shri Pawan Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, Resident of Khalpara, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, in the State of West Bengal.**

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**A N D**

**7. SMT. AISHWARYA AGARWAL (PAN : AWNPA4737H) D/O** Shri Raj Kamal Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, Resident of 34 Radha Kunj, Shiv Mandir Road, Siliguri, P.O. Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin - 734001, in the state of West Bengal.

**A N D**

**8. SMT. NIKITA AGARWAL (PAN : AXZPA0682Q) D/O** Shri Kailash Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Vrindavan Garden, Pranami Mandir Road, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, in the State of West Bengal, hereinafter called the "**VENDORS/SECOND PARTY**"(which expression shall mean and include unless excluded by or repugnant to the context their heirs, its director, successors/successors - in - office, executors, administrators, legal representatives and assigns) of the "**SECOND PART**".

The Vendors abovenamed are represented by their Constituted Attorney - "**SAGARMATHA VENTURES**" A Partnership Firm, having its office at Pathargatha Road, Opp. Royal Academy, Gourcharan, Matigara, P.O. & P.S. Matigara, Dist. Darjeeling, represented by one of its Partner - **SHRI CHIRAG AGARWAL** S/O Shri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, in the State of West Bengal by virtue of 2 (Two) Separate registered Development Power of Attorney being Document Nos. **(i). I - 3070/2022 and (ii). I - 3071/2022** and the same were executed at the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

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**:: 6 ::**

**A N D**

**“SAGARMATHA VENTURES” (PAN- AELFS6663J), A Partnership Firm,** having its office at Patharghata Road, Opp. Royal Academy, Gourcharan, Matigara, P.O. & P.S. Matigara, Dist. Darjeeling, Pin - 734010, in the State of West Bengal, represented by one of its Partner - **SHRI CHIRAG AGARWAL** S/O Shri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Sevoke Road, P.O. & P.S. Siliguri, Dist. Darjeeling, hereinafter called the **"DEVELOPER/CONFIRMING PARTY"** which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors - in - office, representatives, administrators and assigns) of the **"THIRD PART"**.

**WHEREAS the Vendor No. 1** above named - **SAGARMATHA PROJECTS PRIVATE LIMITED**, had purchased a plot of land of an area measuring = 155 Decimals from **Shri Teluram Agarwal** S/O Late Umrawmal Agarwal, by virtue of 3 (Three) Separate registered Deed of Conveyance being Document Nos. **(i) I – 236/2015, (ii) I – 286/2015 and (iii) I – 288/2015** and the same were executed at the Office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling having permanent, heritable and transferable, right, title and interest therein free from all encumbrances and charges whatsoever.

**AND WHEREAS** the above named **Vendor No. 2, 3 & 4** along with **Shri Sanjay Kumar Agarwal, Shri Basudeo Adhikary, Shri Joy Agarwal @ Shri Jaoy Agarwal and Smt. Sulochana Goyal**, had purchased a plot of land of an area measuring = 56 Decimals from **Shri Tenzing Gelek Lama** S/O Shri Chamba Lama, by virtue of a registered Deed of Conveyance being Document No. **I - 6523/2016** and the same was executed on 21.10.2016 at the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

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**AND WHEREAS** the above named **Vendor No. 2, 3 & 4** along with **Shri Sanjay Kumar Agarwal, Shri Basudeo Adhikary, Shri Joy Agarwal @ Shri Jaoy Agarwal and Smt. Sulochana Goyal**, had also purchased a plot of land of an area measuring = 25 Decimals from **Smt. Nyima Bhuti @ Nyima Bhutia**, wife of Sri Sonam Wangchuk Bhutia @ Sonam Wangchuk, by virtue of a registered Deed of Conveyance being Document No. **I - 6521/2016** and the same was executed on 21.10.2016 at the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

**AND WHEREAS** the above named **Vendor No. 2, 3 & 4** along with **Shri Sanjay Kumar Agarwal, Shri Basudeo Adhikary, Shri Joy Agarwal @ Shri Jaoy Agarwal and Smt. Sulochana Goyal**, had also purchased a plot of land of an area measuring = 25 Decimals from **Smt. Passang Lama W/O Shri Tshering Topgyal Lama**, by virtue of a registered Deed of Conveyance being Document No. **I - 6522/2016** and the same was executed on 21.10.2016 at the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

**ANDWHEREAS** being the owner of such possession, the above said - **Shri Sanjay Kumar Agarwal, Shri Basudeo Adhikary, Shri Joy Agarwal @ Shri Jaoy Agarwal and Smt. Sulochana Goyal**, thereafter had transferred their 4/7<sup>th</sup> undivided Land of an area measuring = 60.58 Decimals unto and in favour of the above named **Vendor No. 5, 6, 7 & 8**, by virtue of 3 (Three) Separate registered Deed of Sale being Document Nos. (i) **I - 4206/2020**, (ii) **I - 4207/2020** and (iii) **I - 3532/2020** and the same was executed in the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

**ANDWHEREAS** in the manner as aforesaid, the above named Vendors became the sole, absolute and the recorded owners of the total land **area measuring = 261 Decimals or 158.1818 Kathas**, as fully described in Schedule - A below, having permanent, heritable and transferable right, title and interest therein.

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**AND WHEREAS** the Vendors abovenamed have duly mutated/transferred their & its name and the Khatian No. L.R.- 6178, 6177, 6176, 6503, 6470, 6474, 6471 & 5443 has been also opened in their & its name and has also done conversion of the said plot of land from Rupni to Bastu (**Commercial cum Residential Housing Complex**) vide Memo No. 2389/CON/DLLRO/DARJ/2021, vide Case No. CN/2021/0401/1968, issued by the office of the D.L. & L.R.O, Darjeeling, Dist. Darjeeling (of Vendor No.1), vide Memo No. 3327/BLLRO/MTG/2020, vide Case No. CN/2020/0401/1636 and vide Memo No.4394/MTG, vide Case No. CN/2021/0401/1867 (of Vendor No.2), vide Memo No. 3324/BLLRO/MTG/2020, vide Case No. CN/2020/0401/1635 and vide Memo No. 4391/MTG, vide Case No. CN/2021/0401/1865 (of Vendor No.3), vide Memo No. 3325/BLLRO/MTG/2020, vide Case No. CN/2020/0401/1638 and vide Memo No. 4392/MTG, vide Case No. CN/2021/0401/1866 (of Vendor No. 4), vide Memo No. 5339/2021, vide Case No. CN/2021/0401/2321 and vide Memo No. 4396/MTG, vide Case No. CN/2021/0401/1869 (of Vendor No. 5), vide Memo No. 5341/2021, vide Case No. CN/2021/0401/2322 and vide Memo No. 4393/MTG, vide Case No. CN/2021/0401/1868 (of Vendor No.6), vide Memo No. 4397/MTG, vide Case No. CN/2021/0401/1871 (of Vendor No.7) and vide Memo No. 4395/MTG, vide Case No. CN/2021/0401/1873 (of Vendor No.8), issued by the office of the B.L. & L.R.O, Matigara at Shivmandir, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Vendors thereafter being interested in constructing a Commercial cum Residential building on the land as fully described in Schedule 'A' below of which they have decided to amalgamate their respective plots of land into a single plot and entered into 2 (Two) Separate registered Development Agreement with "**SAGARMATHA VENTURES**", a Partnership Firm, to construct a Commercial cum Residential building on the Schedule 'A' land being Document Nos. (i) **I - 2971/2022** and (ii) **I - 2972/2022** and the same was executed & registered on 15.03.2022 at the Office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

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**ANDWHEREAS** the Developer thereafter have started construction on the said plot of land, the plan prepared for which was approved by the appropriate authority, being Registration No. 672/MPS, vide Order No. 711/MPS for Commercial cum Residential building.

**AND WHEREAS** the Developer above named had completed the construction of the said multistoried commercial cum residential complex and to assign and identify has named the residential complex as **“ASHIYANA HEIGHTS”**.

**AND WHEREAS** the Vendors abovenamed and the Developer abovenamed have formulated a scheme for selling apartment/Unit/Premises and to enable different person(s) /party(s) intending to have own flat/unit/Parking premises/shop rooms in the said Building Complex along with the undivided proportioned share and interest in the land as more fully described in **Schedule – A** below, the proportioned share or interest in the **Schedule–A** to be determined according to the constructed areas comprising the unit or premises proportioned to the total constructed area of the Complex.

**AND WHEREAS** the Vendors & the Developer hereof offered intended buyers to apply for purchase of their flats and the Purchaser abovenamed being intended to purchase the **“B”** Scheduled property offered the Vendors & the Developer to purchase the said **“B”** Schedule Property in the said Commercial cum residential Housing Complex named as **“ASHIYANA HEIGHTS”** for a valuable consideration as fully described in the Schedule **“D”** below.

**AND WHEREAS** the Vendors & the Developer hereof being satisfied with the offer of the Purchaser allotted the **“B”** Scheduled Premises to the Purchaser and an Agreement to Sale was executed among the parties thereto in this behalf on **20<sup>th</sup> July, 2022** for a valuable consideration as mentioned in Schedule **“D”** below.

:: 12 ::

**AND WHEREAS** the Purchaser after inspecting the documents of title of the Vendors & Developers of 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/Complex till that date and considering the price so offered by the Vendors & the Developer as reasonable, has hereof made full and final payment to the Vendors & the Developer for the said property as more fully and particularly described in Schedule “B” given hereunder with undivided common share or interest in the stairs, open space, common toilets, bore well, overhead tanks and other fittings and fixtures and other common parts services, services of the building/Complex free from all encumbrances, charges, liens, lispendenses, 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 as mentioned in Schedule “D” below.

**AND WHEREAS** the Vendors and the Developer agreed to execute this Deed of Sale (Conveyance) in respect of Schedule “B” property in favour of the Purchaser abovenamed for effectually conveying the right, title and interest in the Schedule “B” property for a valuable consideration as mentioned in Schedule “D” below.

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

1. That in pursuance of the said offer and acceptance and also in consideration of a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** Only paid by the Purchaser to the developers on the instructions of the Vendors (the receipt whereof the developers do hereby acknowledge and grant full discharge to the Purchaser from the payment thereof). The Vendors/Developer also do hereby grant, convey, assign and transfer into the Purchaser the said property hereby sold fully described in the schedule ‘B’ below, free from all encumbrances and makes over possession thereof together with all rights, liberties, privileges, easements, appendices, appurtenances belonging to or any way appertaining to the said property as the absolute estate and all the rights, title and interest of the Vendors into or upon the said property hereby sold **TO HAVE AND TO HOLD** the same subject to the payment of rent payable to the landlord the State of West Bengal.

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2. That the Purchaser 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.

3. That the Purchaser will obtain his/her own independent electric connection from the W.B.S.E.D.C.L., Matigara for his/her electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser himself/herself, the Vendors/Developer shall have no responsibility in this respect.

4. That the Vendors/Developer do hereby covenants that till this day all Panchayat/Municipal Taxes, Land Revenue and /or any other charges / dues have been paid, property hereby transferred is free from all encumbrances charges, liens, attachments, lispendences, mortgages and all or any other liabilities whatsoever and in the event of any contrary the Vendors shall be liable to make good the loss or injury which the Purchaser may suffer or sustain in consequence thereof.

5. 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 the Purchaser unless separately levied upon and charged for.

6. That the Vendors declare 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 to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recital made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor/Developer shall be liable to make good the loss or injury which the Purchaser may suffer or sustain in resulting there from.

Contd...P/13.

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7. That the Vendors/Developer further covenants with the Purchaser that if for any defect of title or for act done or suffered to be done by the Vendors, the Purchaser are deprived of ownership or of possession of the said property describe in the Schedule – B below or any part thereof in future, then the Vendors/Developer shall forthwith return back the entire sum paid by the Purchaser with interest @ 12% P.A. to the Purchaser from the date of deprivation of ownership or of possession and the Vendor/Developer shall further pay adequate compensation to the Purchaser for any loss or injury which the Purchaser may suffer or sustain in consequence thereof.

8. That the Purchaser shall have the right to get his/her name mutated with respect to the said Schedule ‘B’ property at the office of the B.L. & L.R.O. Shivmandir, at Matigara Block and get it numbered as a separate holding and shall pay Panchayat/Municipal taxes as may be levied upon his/her from time to time.

9. That the Purchaser 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 any other person.

10. That the Purchaser 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.

11. That the Purchaser 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 impartial.

12. That the Purchaser shall be entitled to use and pay such proportionate charges for common facility as will be determined by the Vendors/Developer till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.

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13. That the Purchaser shall from the date of taking possession of the said flat, regularly and in every month pay in advance or before the 7<sup>th</sup> day of every month the proportionate share of the common maintenance costs, charges and expenses, more fully and particularly describe in Schedule “C” below.

14. That in case the Purchaser makes default in payment of the proportionate share towards the Common Expenses (Described in the Schedule-‘C’ given here-in-under) within time allowed by the Vendors/Developer or the Apartment owners Association the Purchaser shall/will 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 or the Association in consequence thereof and the Purchaser shall also be restrained from using the common facilities.

15. That the Purchaser 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 unauthorized act or nuisance by force and the Purchaser 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.

16. That the Purchaser shall not throw or accumulate any dirt, rubbish, garbage or other refuse or permit the same to be thrown or accumulated in the said flat or in any position of the building.

Contd...P/15.

17. That the Purchaser after being satisfied with the construction work, other works and fittings of the said below scheduled property have taken possession of the said below scheduled property from the Developer and the Purchaser have measured the flat and is fully satisfied with the measurement and no claim shall be entertained in future.

18. That the Purchaser shall pay the GST to the Developers.

19. That the Purchaser further covenants 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 shall be fully responsible for it, the Vendors/Developer shall not be held responsible in any manner whatsoever.

20. That the Vendors/Developer have made clear to the Purchaser that the said Commercial cum Residential Housing Complex is to be completed in phases. The Vendors/Developer shall be fully entitled to use every part and portion of the Schedule – A land, for the purpose of construction and the Purchaser shall create no obstruction, hindrance and/ or shall have no objection during the process of the said construction.

**21.** That “No Bird” or “Animal” shall be kept or harbored in the common areas of the complex. In “No event” shall dogs and other pets be permitted in any of common areas of the said Commercial cum Residential Housing Complex.

23. That the Vendors/Developer based on the approved plans and specifications, assures the Purchaser to handover possession of the said flat and parking space within the time mentioned above unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other natural calamities caused by nature affecting the regular development of the Real Estate Project (Force

Majeure). However, if the completion of the project is delayed due to Force Majeure conditions then the Purchaser agrees that the Vendors/Developer shall be entitled to the extension of time for the delivery of possession of the said Residential flats and parking space.

**24.** That the Purchaser shall only be allowed to use the top roof of the building jointly with other Co – Owners but shall not claim any exclusive right on the roof top of the said building in any form or manner whatsoever.

**25.** That the said Commercial Cum Residential Building shall always be known as “**ASHIYANA HEIGHTS**” and this name shall not be changed by any association or society of the Flat Owners/Occupants or any other person claiming through them. The name of the respective blocks shall also remain the same and unchanged. Further, at all times, the name of the project “**ASHIYANA HEIGHTS**” and the name of the Developer i.e. **M/S. “SAGARMATHA VENTURES”**, shall be displayed at prominent places in the said Commercial Cum Residential Building. The copy right/ trademark/ property mark and all intellectual property ( including the words ‘**ASHIYANA HEIGHTS**’) shall always remain and vest with the DEVELOPER, and no person, including but not limited to the Purchasers/Owners Association/ society or the occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.

**26.** 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 and the Vendors/Developer 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 then He/She/they shall have the right to move to the court at Siliguri.

**SCHEDULE – A.**  
**(DESCRIPTION OF THE LAND ON WHICH “ASHIYANA HEIGHTS”  
STANDS)**

All that piece or parcel of a plot of land area measuring = 261 Decimals or 158.1818 Kathas, recorded in L.R. Khatian Nos. 6178, 6177, 6176, 6503, 6470, 6474, 6471 & 5443, comprised in and forming part of R.S. Plot Nos. 54, 59, 62 & 66, Corresponding to L.R. Plot Nos. 65, 43, 44, 45, 49 & 52, situated in Mouza – Gourcharan, J. L. No. 81, within the Jurisdiction of Pargana – Patharghata, Gram Panchayat – Patharghata, P.S. Matigara, ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

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

**By North : Nischintapur Tea Estate and river**

**By South : 14 Feet Wide Kutcha Road**

**By East : Busty Land**

**By West : Metal Road**

**SCHEDULE – B.**  
**(DESCRIPTION OF THE PROPERTY HEREBY SOLD)**

All that Residential Flat, being Flat No. \_\_\_\_\_, measuring = \_\_\_\_\_ Sq. Ft. (including Super built - up area), at the \_\_\_\_\_ Floor of Block - 02 and One Car Parking Space at the Basement of the said Commercial Cum Residential building named as “ASHIYANA HEIGHTS” together with undivided proportionate share in the Schedule - A land on which the said building stands, recorded in L.R. Khatian Nos. 6178, 6177, 6176, 6503, 6470, 6474, 6471 & 5443, Comprised in and forming part of R.S. Plot Nos. 54, 59, 62 & 66, Corresponding to L.R. Plot Nos. 65, 43, 44, 45, 49 & 52, situated in Mouza – Gourcharan, J. L. No. 81, within the Jurisdiction of Pargana – Patharghata, Gram Panchayat – Patharghata, P.S. Matigara, ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

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**SCHEDULE - C**

SL.NO.	SPACE	SPECIFICATIONS
1.	Structure	R.C.C. framed structure
2.	Doors	Quality door frames and flushes/panel shutters.
3.	Windows	Aluminium windows.
4.	Living/ Dining	1. Flooring : Vitrified/Double Charged Vitrified Tiles. 2. Electricals : Concealed copper wiring with modular switches. Provision for AC, telephone and television.
5.	Bedroom	1. Flooring : Vitrified/Double Charged Vitrified Tiles. 2. Electricals : Concealed copper wiring with modular switches. Provision for A.C. points in bedroom.
6.	Kitchen	1. Flooring : Vitrified/Double Charged Vitrified Tiles. 2. Electricals : Concealed copper wiring with modular switches. Provision for adequate plug points for appliances. 3. Counter : Granite slab with stainless steel sink. 4. Wall Tiles : Ceramic tiles up to 2 ft. height.
7.	Toilets	1. Flooring : Vitrified/Double Charged Vitrified Tiles. 2. Electricals : Concealed copper wiring with modular switches. Provision for adequate light and geyser point. 3. Wall Tiles : Wall dados in Ceramic tiles up to door height. 4. Sanitary : Quality chromium plated fittings, white porcelain ware.
8.	Lift	Modern lifts of suitable capacity of reputed make in the building.
9.	Exterior	Durable outer finish.

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**:: 18 ::**

**SCHEDULE – D  
CONSIDERATION FOR SCHEDULE “B” PROPERTY**

Valuable monetary consideration for selling and transferring the Schedule “B” Property absolutely to the Purchaser by the Vendors and the Developer amounts to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** Only out of which the Purchaser has paid to the Vendors and the Developer a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** **Only by Cheque** and a sum of **Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_)** **Only** has been paid through Bankers Cheque/Demand Draft being No. \_\_\_\_\_, dated – \_\_\_\_\_ on account of Home Loan through RACPC, Siliguri, State Bank of India, and the same has been received exclusively by the Vendors and the Developer for the transfer of the Schedule “B” property hereby sold.

Contd....P/19.

: 19 :

**Separate sheet containing the finger prints of the Vendors/Developers and the Purchaser have been annexed herewith forming part of these presents.**

**IN WITNESS WHEREOF, THE VENDORS AND DEVELOPER / CONFIRMING PARTY DO HEREUNTO SET AND SUBSCRIBE THEIR HANDS RESPECTIVELY ON THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

**WITNESSES :-**

1.

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SIGNATURE OF THE VENDORS

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SIGNATURE OF THE DEVELOPER /CONFIRMING PARTY.

Drafted by me and computerized  
in my chamber:

