

DEED OF CONVEYANCE

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Contd....P/2

THIS INDENTURE IS MADE ON THIS THE ____ DAY OF
DECEMBER, 2024 (TWO THOUSAND TWENTY FOUR)

**DEED OF ABSOLUTE SALE OF PREMISES ON OWNERSHIP
BASIS AT “_____”**

All that ____ premises measuring about ____ Sq. Ft. Super Built up Area including ____ Sq. Ft. Carpet Area being marked as ____ No. ____ at the ____ Floor of BI + BII + Ground + VI in total Nine Storied Multistoried constructed upon “A” Scheduled land together with right to use and enjoy common amenities of the said building.

CONSIDERATION : Rs. _____/-

LAND AREA ON WHICH THE : 0.9802 ACRES
COMPLEX STANDS

R.S. PLOT NO. : 401, 403, 404, 405, 916, 917 &
1105

L.R. PLOT NO. : 88

R.S. SHEET NO. : 8

L.R. SHEET NO. : 17

R.S. KHATIAN NO. : 450

L.R. KHATIAN NO. : 80, 82, 83, 84

J.L. NO.	: 02
MOUZA	: DABGRAM
PARGANA	: BAIKUNTHAPUR
P.S.	: BHAKTINAGAR
DISTRICT	: JALPAIGURI
WITHIN THE AREA OF WARD NO. XLIII OF S.M.C.	

B E T W E E N

SRI _____ S/o _____; Hindu by religion, Indian by Nationality, Business by occupation, resident of _____, P.O. & P.S. _____, PIN - _____ in the District of _____, in the State of West Bengal --- hereinafter jointly called the "PURCHASER/S/First Party" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their/its heirs, executors, successors, representatives, administrators and assignees) of the "FIRST PART".

A N D

- 1. SRI SANTOSH KUMAR GUPTA** S/o Late Niranjan Lal Gupta;
- 2. SRI ASHOK KUMAR GUPTA** S/o Late Niranjan Lal Gupta;
- 3. SRI PRADIP KUMAR GUPTA** S/o Late Niranjan Lal Gupta;
- 4. SRI DILIP KUMAR GUPTA** S/o Late Niranjan Lal Gupta;

All are Hindu by religion, Indian by Nationality, Businessmen, Resident of S.P. Mukherjee, Khalpara, P.O. & P.S. Siliguri, PIN - 734005, in the District of Darjeeling, --- hereinafter jointly and collectively called the "VENDORS/Second Party" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assignees) of the "SECOND PART".

A N D

KESSO REALTY LLP, a Limited Liability Partnership Firm, having its Office at Hazara Singh Indra, Khalpara, P.O. & P.S. - Siliguri, PIN - 734005, in the District of Darjeeling, in the State of

West Bengal, 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 assignees) of the " **THIRD PARTY**". represented by its Designated Partners - 1. SRI SANTOSH KUMAR GUPTA S/o Late Niranjan Lal Gupta; 2. SRI ASHOK KUMAR GUPTA S/o Late Niranjan Lal Gupta; 3. SRI PRADIP KUMAR GUPTA S/o Late Niranjan Lal Gupta; 4. SRI DILIP KUMAR GUPTA S/o Late Niranjan Lal Gupta; All are Hindu by religion, Indian by Nationality, Businessmen, Resident of S.P. Mukherjee, Khalpara, P.O. & P.S. Siliguri, PIN – 734005, in the District of Siliguri.

- I. WHEREAS one Krishna Kumar Singh, Niranjan Lal Gupta & others were the joint and recorded owners in holding being no. 54/233/210 in ward no. IX of Siliguri Municipal Corporation. A Civil Appeal bearing no. 206 of 18/03/ 1993 Rt. No. 171 of 12/12/1994 was filed before the Ld. Addl. Dist. Judge at Bhatinda. That after the said Niranjan Singh Gupta, expired on 09/04/2005, a compromise Decree was filed by and between the legal heirs of the Niranjan Singh Gupta son of Late Inder Singh Gupta and legal heirs of Krishan Kumar son of Late Inder Singh Gupta and in view of the said compromise Decree dated 23/09/2005, page no. 4 & 5 which is been marked as 6 & 7 of para V the legal heirs of Niranjan Singh Gupta son of Late Inder Singh Gupta namely, I) Smt. Sakuntala Devi w/o Niranjan Singh Gupta, ii) Ashok Kumar Gupta S/o. Niranjan Singh Gupta, iii) Santosh Kumar Gupta S/o. Niranjan Singh Gupta, iv) Pradip Kumar Gupta S/o. Niranjan Singh Gupta, v) Dilip Kumar Gupta S/o. Niranjan Singh Gupta, vi) Jugal Kishore Gupta S/o. Niranjan

Singh Gupta, vii) Nirmala d/o. Niranjn Singh Gupta became the joint owner of the aforesaid holding.

- II. AND WHEREAS possessing her share in the aforesaid property the above named Smt. Nirmala Goyal wife of Sri Shyam Lal Goyal and daughter of Late Niranjn Singh Gupta gifted her 1/7th share in the aforesaid holding, to and in favour of the vendors hereof i) Ashok Kumar Gupta S/o. Niranjn Singh Gupta, ii) Sri Santosh Kumar Gupta S/o. Niranjn Singh Gupta, iii) Pradip Kumar Gupta S/o. Niranjn Singh Gupta and iv) Sri Dilip Kumar Gupta S/o. Niranjn Singh Gupta, by virtue of Deed of Gift, and registered at the office of Additional District Sub-Registrar at Rajganj, being Document No. 8891 for the year 2013.
- III. AND WHEREAS possessing her share in the aforesaid property the above named Smt. Shakuntala Devi wife of Late Niranjn Singh Gupta gifted her 1/7th share in the aforesaid holding to and in favour of the vendors hereof i) Ashok Kumar Gupta S/o. Niranjn Singh Gupta, ii) Sri Santosh Kumar Gupta S/o. Niranjn Singh Gupta, iii) Pradip Kumar Gupta S/o. Niranjn Singh Gupta and iv) Sri Dilip Kumar Gupta S/o. Niranjn Singh Gupta, by virtue of Deed of Gift, and registered at the office of Additional District Sub-Registrar at Rajganj, being Document No. 8890 for the year 2013.
- IV. AND WHEREAS possessing his share in the aforesaid property the above named Sri. Jugal Kishore Gupta son of Late Niranjn Singh Gupta gifted his 1/7th share in the aforesaid holding to and in favour of i) Ashok Kumar Gupta S/o. Niranjn Singh Gupta, ii) Sri Santosh Kumar Gupta

S/o. Niranjana Singh Gupta, iii) Pradip Kumar Gupta S/o. Niranjana Singh Gupta and iv) Sri Dilip Kumar Gupta S/o. Niranjana Singh Gupta,, by virtue of Deed of Gift, and registered at the office of Additional District Sub-Registrar at Rajganj, being Document No. 8892 for the year 2013.

- V. AND WHEREAS That in the aforesaid manner i) Ashok Kumar Gupta S/o. Niranjana Singh Gupta, ii) Sri Santosh Kumar Guoia S/o. Niranjana Singh Gupta, iii) Pradip Kumar Gupta S/o. Niranjana Singh Gupta and v) Sri Dilip Kumar Gupta S/o. Niranjana Singh Gupta became the joint owner of the Holding being No. 54233/210 situated at S. P. Mukherjee Road, Ward No. IX, P.O. & P.S. Siliguri, Dist. Darjeeling
- VI. AND WHEREAS the Vendors being desirous of constructing a multistoried building on the aforesaid land measuring 0.9802 Acres more particularly described in the Schedule-A given herein below and to put their scheme and contemplation into action had entered into a Development Agreement, executed on _____ with KESSO REALTY LLP (hereinafter called the Confirming Party/Developer), to construct, develop and promote the said multistoried building on the Schedule-A land.
- VII. AND WHEREAS above named KESSO REALTY LLP is constructing the said building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Building Permit No. SWS-OBPAS/0104/2024/0780 dated 30-10-2024 for BI + BII + Ground + VI in total Nine Storied Multistoried Building.

- VIII. AND WHEREAS the character of the Schedule-A land was converted vide Order No. _____ dated _____ by the office of the District Land and Land Reforms Officer, Jalpaiguri, Government of West Bengal and vide Order No. _____ dated _____ by the office of the District Land and Land Reforms Officer, Jalpaiguri, Government of West Bengal, Order No. _____ dated _____ by the office of the District Land and Land Reforms Officer, Jalpaiguri, Government of West Bengal and Order No. _____ dated _____ by the office of the District Land and Land Reforms Officer, Jalpaiguri, Government of West Bengal.
- IX. AND WHEREAS the Vendor and/or Confirming Party have divided the said building into several independent flats / shop room / units / premises / parking spaces alongwith the common facilities.
- X. AND WHEREAS the Vendor and/or Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own flats / shop room / units / premises / parking spaces in the said building alongwith the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.
- XI. AND WHEREAS the Vendor and/or Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Semi Commercial Space as more particularly described in the Schedule-B given hereinbelow,

for a valuable consideration as fully described in Schedule “E” below.

XII. 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 Vendor to the said land, site plan, sanctioned building plan, development agreement, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendor and/or Confirming Party as fair, reasonable and highest has/have agreed to purchase from the Vendor and/or Confirming Party the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendens, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration as fully described in Schedule “E” below.

XIII. AND WHEREAS the Vendor and the Confirming Party have agreed to execute this Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property at a consideration as fully described in Schedule “E” below under the conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of monetary sum as fully described in Schedule “E” below, paid by the Purchaser/s to the Vendor and/or Confirming Party, by Cheques / RTGS / NEFT, the receipt of which is acknowledged by the Vendor and/or Confirming Party (as the case may be) by execution of these presents and the Vendor and/or Confirming Party do hereby grants full discharge to the Purchaser/s from the payment thereof and the Vendor and/or Confirming Party do hereby conveys and transfers 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, 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 of Vendor and/or Confirming Party (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 Vendor/ Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including

foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to him/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor and/or Confirming Party or anybody claiming through or under him/it and all the rights, title and interest which vested in the Vendor and/or Confirming Party with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
4. That the Vendor and/or Confirming Party declares that the interest which the Vendor and/or Confirming Party professes to transfer hereby subsists as on the date of these presents and that the Vendor and/or Confirming Party has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor and/or Confirming Party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.
5. That the Vendor and/or Confirming Party further covenant with the Purchaser that if for any defect of title or for any act done or suffered to be done by the Vendor and/or

Confirming Party, the Purchaser/s are deprived of ownership or of possession of the Schedule-B Property or any part thereof in future, then the Vendor and/or Confirming Party shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money as the case may be.

6. That the Vendor hereby covenants with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor and/or Confirming Party proposes to transfer subsists and the Vendor and/or Confirming Party have full right and authority to transfer the Schedule - B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.
7. That the Purchaser/s shall permit entry at all reasonable times to the Vendor and/or Confirming Party and/or his/its 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.

8. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor and/or Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
9. That the Purchaser/s will have to obtain his/her/their/its own independent electric connection from the W.B.S.E.D.C.L. for his/her/their/its electric requirement and the connection charges as well as the electric consumption bill will be borne and paid by the Purchaser/s. The Vendor and/or Confirming Party shall have no responsibility or any liability in this respect.
10. That the Vendor and/or Confirming Party further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest to the Purchaser/s of the property hereby conveyed at the cost of the Purchaser/s.
11. That the Purchaser/s shall have to get his/her/their/its 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/it from time to time though the same has not yet been assessed.

12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.
13. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.
14. That the Vendor and/or Confirming Party will pay upto date taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.
15. That the Vendor and/or Confirming Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property from the date of registration except for unsold portion of the building which shall be borne by the Vendor and/or Confirming Party proportionately with all the Purchaser/s unless separately levied upon and charged for.
16. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor and/or Confirming Party on collection of maintenance from flat / unit / premises owners and thereafter the owners and occupants of different flats / units / 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 / 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 Vendor and/or Confirming Party in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realisation 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.

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

18. 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 Vendor and/or Confirming Party 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 Vendor and/or Confirming Party or the Association acting at the

relevant time for any loss or damage suffered by the Vendor and/or Confirming Party or the Association in consequence thereof.

19. 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/it intend to.

That the Purchaser shall prior to the transfer of the Schedule-B property shall obtain clearance certificate with respect to the common expenses from the Vendor and/or Confirming Party or the Apartment Owners' Association.

20. That in addition to schedule "B" property the purchaser hereof is granted an exclusive right to use and enjoy the ownership and possession of one toilet marked as 'T - 1' without any obstruction by anyone whatsoever together with one generator space without any obstruction by anyone whatsoever
21. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor and/or Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor and/or Confirming Party or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorised 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.

22. That the Purchaser/s further covenant/s with the Vendor and/or Confirming Party not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary, the Purchaser/s shall be fully responsible for it and the Vendor and/or Confirming Party shall not be held responsible in any manner whatsoever.
23. 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.
24. That the Purchaser/s shall:
 - a. co-operate with the Vendor and/or Confirming Party in the management and maintenance of the common portions of the building.
 - b. pay Goods and Service Tax (if applicable) and also comply with statutory laws, requisitions or notifications which will be applicable to the Schedule-B property or any part of and keep the Vendor and/or Confirming Party 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 Vendor and/or 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. not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the said units of the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendor/Confirming Party.
- h. 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.

25. That the Vendor and/or Confirming Party shall have all the right, title and interest over the top roof of the building and shall also be entitled to install any sort of tower, etc. on the same.
26. 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.
27. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendor and/or Confirming Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court at Jalpaiguri.

SCHEDULE - A

All that piece and parcel of land measuring 0.9802 Acres appertaining to and forming part of R.S. Plot No. 401, 403, 404, 405, 916, 917 & 1105 corresponding to L.R. Plot No. 88 of R.S. Sheet No. 8 corresponding to L.R. Sheet No. 17 recorded under R.S. Khatian No. 450 corresponding to L.R. Khatian No. 80, 82, 83, 84 of Mouza- Dabgram, J.L. No. 02, Situated at Sevoke Road, within Payal Cinema Hall to Cosmos Mall, bearing Holding No. 167/2547, within ward No. 43 of SMC, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist.- Jalpaiguri in the State of West Bengal

The said land is bound and butted as follows:-

BY NORTH : PARTLY LAND & BUILDING OF LALIT KUMAR GUPTA
AND BROTHERS AND PARTLY SIDHI GREEN APARTMENT;

By South : HJM COACH AND LAXMI MAYA NEPALI HIGH SCHOOL;
By East : 60 FEET WIDE SEVOKE ROAD;
By West : 12 FEET WIDE PUCCA ROAD;

SCHEDULE - B

A _____ premises having Tiles Flooring, being Unit No. ____ having a super built-up area of _____ Sq. Ft. including Carpet area of _____ Sq. Ft. at _____ Floor of the BI + BII + Ground + VI in total Nine Storied Multistoried Building named and designed as _____ with a proportionate right in the Schedule "A" land on which the Building stands in common with the Second party and/or other occupiers of the said Building with right to use common area and facilities of the Building in common with other occupants of the Building as particularly described in the Schedule hereunder written.

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. Drainage and sewerage.
5. Boundary wall and main gate.
6. Lift, Fire Fighting System.

7. 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/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits 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, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and / or the common portions.
5. All charges and deposits for supplies of common utilities to the Vendors in common.
6. Corporation tax, water tax and other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.

8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

SCHEDULE – E

CONSIDERATION FOR SCHEDULE “B” PROPERTY

Valuable monetary consideration for selling and transferring the Schedule “B” Property absolutely to the Purchaser by the Second amounts to **Rs. _____/-** (Rupees _____) only, **and the same** has been paid to and received by **‘Vendor/Confirming Party’** for transferring Schedule “B” property from his/its allocation as described in the aforementioned Development Agreement as per memo written hereinbelow:

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IN WITNESS WHEREOF THE PARTIES HERETO SETS SEALED
AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE
DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED IN PRESENCE OF

WITNESESS: -

PURCHASER

VENDOR

KESSO REALTY LLP
PARTNER

KESSO REALTY LLP
PARTNER

CONFIRMING PARTY

Drafted by me as per the instructions of the parties hereof
and printed at the office of the
J.R. AGARWAL & ASSOCIATES

J. AGARWAL
Advocate / Siliguri
Enrl. No. F - 1300/1283/2014