

DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF
_____, 2023.

: 2 :

All that Residential Flat, being Flat No.____, measuring _____.00 Sq.ft. (Super Built-up Area) at _____ Floor of the building and _____ covered Parking Space, being Parking Space No.____, measuring _____.00 Sq.ft. at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands.

RERA REGISTRATION NO. :
BUILDING COMPLEX : PARAS CENTRAL
R.S. PLOT NOS. : 9617 and 9618
L.R. PLOT NO. : 9
R.S. KHATIAN NOS. : 864 and 862
L.R. KHATIAN NO. : 10988
R.S. MOUZA : SILIGURI (R.S.)
L.R. MOUZA : SILIGURI PURBA (L.R.)
R.S. J.L. NO. : 110
L.R. J.L. NO. : 92
P.S. : SILIGURI
WARD NO. : 13
DISTRICT : DARJEELING
CONSIDERATION : Rs. _____ .00

: 3 :

BETWEEN

_____, son of _____,
Indian by Nationality, _____ by faith, _____ by occupation,
Residing at _____,
P.O. - _____, P.S. - _____, District - _____, PIN - _____, in
the State of West Bengal, hereinafter called the "**PURCHASER**"
(which expression shall unless excluded by or repugnant to
the context be deemed to include his heirs, executors, successors,
representatives, administrators and assignees) of the "**ONE PART**".
(I.T. PAN - _____)

AND

PARAS DEVELOPERS, a Partnership Firm, having its Office at
3rd Floor, City Mall, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri,
District - Darjeeling, PIN - 734001, in the State of West Bengal,
represented by its **Partners - 1. SRI RUPESH KUMAR AGARWAL**, son
of Late Mangeram Agarwal, Indian by Nationality, Hindu by faith,
Business by occupation, residing at Garg Kutir, Opposite Fresh Mart,
Deokota Toll, Jaigaon, P.O. and P.S. - Jaigaon, District - Alipurduar,
PIN-736182, in the State of West Bengal, **2. SRI PRATEEK AGARWAL**,
son of Sri Deepak Kumar Agarwal, Indian by Nationality, Hindu by faith,
Business by occupation, residing at Mahabirsthan, Siliguri, P.O. - Siliguri
Town, P.S. - Siliguri, District - Darjeeling, PIN - 734004, in the State of
West Bengal, **3. SRI MRINAL AGARWAL**, son of Sri Naresh Kumar
Agarwal, Indian by Nationality, Hindu by faith, Business by occupation,
residing at Station Feeder Road, Siliguri, P.O. - Siliguri Bazar,
P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of
West Bengal and **4. SRI MANOJ KUMAR GUPTA**, son of Harkaran Das
Gupta, Indian by Nationality, Hindu by faith, Business by occupation,
residing at Nil Kamal Apartment, Pranami Mandir Road, Siliguri,
P.O. - Sevoke Road, P.S.- Bhaktinagar, District - Jalpaiguri, PIN-734001,
in the State of West Bengal, hereinafter called the "**VENDOR**" (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 "**OTHER PART**".
(I.T. PAN - ABAFP1768R)

: 4 :

I. WHEREAS Smt. Kulwant Kaur, daughter of Sardar Sant Singh and wife of Late Mohan Singh Chowdhury, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.47 Acres, forming part of R.S. Plot No.9617 recorded in R.S. Khatian No.864 and R.S. Plot No.9618 recorded in R.S. Khatian No.862, situated within R.S. Mouza - Siliguri, Pargana - Baikunthapur, R.S. J.L. No.110(88), P.S. - Siliguri, District - Darjeeling, by virtue of two separate Sale Deeds i) executed on 21-04-1965, being Document No.93 for the year 1965, entered in Book-I, Volume No.3, Pages 266 to 274, registered in the Office of the District Sub-Registrar, Darjeeling and ii) executed on 21-07-1965, being Document No.4262 for the year 1965, entered in Book-I, Volume No.46, Pages 65 to 69, registered in the Office of the Sub-Registrar of Siliguri, District-Darjeeling, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS abovenamed Smt. Kulwant Kaur had thereafter transferred all that piece or parcel of land measuring about 0.104 Acres out of the aforesaid land measuring 0.47 Acres, unto and in favour of her son - Sri Harbhupindar Singh Chowdhury, son of Late Mohan Singh Chowdhury, by virtue of Deed of Gift, executed on 24-07-1999, being Document No.1477 for the year 2000, registered in the Office of the Additional District Sub-Registrar, Siliguri, District-Darjeeling.

III. AND WHEREAS on account of the aforesaid transfer by way of Deed of Gift and certain portion of the aforesaid land being embedded in public road, abovenamed Smt. Kulwant Kaur was rendered the sole, absolute and exclusive ownership of all that piece or parcel of land measuring 0.3482 Acres, forming part of R.S. Plot No.9617 recorded in R.S. Khatian No.864 and R.S. Plot No.9618 recorded in R.S. Khatian No.862, situated within R.S. Mouza - Siliguri, Pargana - Baikunthapur, R.S. J.L. No.110 (88), P.S. - Siliguri, District - Darjeeling and the said land was subsequently recorded in her name in the Record of Rights, being L.R. Khatian No.103, forming part of L.R. Plot No.9, situated within L.R. Mouza - Siliguri Purba, Pargana - Baikunthapur, L.R. J.L. No.92, P.S. - Siliguri, District - Darjeeling.

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IV. AND WHEREAS abovenamed Kulwant Kaur died intestate leaving behind her sons - Sri Paraminder Singh Chowdhary, Sri Ravinder Pal Singh Chowdhury, Sri Manminder Singh Chowdhury alias Manminder Singh Choudhury, Sri Harbhupinder Singh Chowdhury alias Harbhupindar Singh Chowdhury and Sri Surjit Singh Chowdhury and daughters - Smt. Engline Kaur Jasbir Singh Kohli, wife of Sardar Jasbir Singh Kohli, Smt. Gurjit Kaur, wife of Sardar Inderjit Singh, Smt. Harpreet Kaur, wife of Tarlochan Singh Anand and Smt. Rani Maroli, wife of Shekhar Maroli as her only legal heirs to inherit her aforesaid land measuring 0.3482 Acres.

V. A) AND WHEREAS by way of inheritance, abovenamed Sri Paraminder Singh Chowdhary became the sole, absolute and exclusive owner of all that undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by way of inheritance, abovenamed Sri Manminder Singh Chowdhury alias Manminder Singh Choudhury became the sole, absolute and exclusive owner of all that undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS abovenamed Manminder Singh Chowdhury alias Manminder Singh Choudhury died intestate leaving behind his wife - Smt. Gurbachan Kaur Chowdhury alias Gurbachan Kaur, son - Sri Gurpreet Singh Choudhury and daughter - Smt. Jasmine Anand, wife of Gp Capt. Anand Kumar, as his only legal heirs to inherit his undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres.

AND WHEREAS by way of inheritance, abovenamed Smt. Gurbachan Kaur Chowdhury alias Gurbachan Kaur, Sri Gurpreet Singh Choudhury and Smt. Jasmine Anand became the sole, absolute and exclusive owners of all that undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

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C) AND WHEREAS by way of inheritance, abovenamed Sri Surjit Singh Chowdhury became the sole, absolute and exclusive owner of all that undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS abovenamed Surjit Singh Chowdhury died intestate leaving behind his sons - Sri Jasmit Singh Chowdhury, Sri Dharmit Singh Chowdhury and Sri Jagjit Singh Chowdhury and daughter - Smt. Savneet Kaur Kharbanda, wife of Jaspal Singh, as his only legal heirs to inherit his undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres.

AND WHEREAS by way of inheritance, abovenamed Sri Jasmit Singh Chowdhury, Sri Dharmit Singh Chowdhury, Sri Jagjit Singh Chowdhury and Smt. Savneet Kaur Kharbanda became the sole, absolute and exclusive owners of all that undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS by way of inheritance, abovenamed Smt. Gurjit Kaur became the sole, absolute and exclusive owner of all that undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS by way of inheritance, abovenamed Smt. Rani Maroli became the sole, absolute and exclusive owner of all that undivided $1/9^{\text{th}}$ (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

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AND WHEREAS abovenamed Rani Maroli died intestate leaving behind her son - Sri Yash Maroli and daughter - Miss Iti Maroli, as her only legal heirs to inherit her undivided 1/9th (one-ninth) share in the aforesaid land measuring 0.3482 Acres.

AND WHEREAS by way of inheritance, abovenamed Sri Yash Maroli and Miss Iti Maroli became the sole, absolute and exclusive owners of all that undivided 1/9th (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

F) AND WHEREAS by way of inheritance, abovenamed Smt. Engline Kaur Jasbir Singh Kohli became the sole, absolute and exclusive owner of all that undivided 1/9th (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

G) AND WHEREAS by way of inheritance, abovenamed Smt. Harpreet Kaur became the sole, absolute and exclusive owner of all that undivided 1/9th (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

H) AND WHEREAS by way of inheritance, abovenamed Sri Ravinder Pal Singh Chowdhury became the sole, absolute and exclusive owner of all that undivided 1/9th (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

I) AND WHEREAS by virtue of the aforesaid Deed of Gift, being Document No.1477 for the year 2000, abovenamed Sri Harbhupinder Singh Chowdhury alias Harbhupindar Singh Chowdhury became the sole, absolute and exclusive owner of all that aforesaid land measuring 0.104 Acres, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in his name in the Record of Rights, being L.R. Khatian No.104, forming part of L.R. Plot No.9, situated within L.R. Mouza - Siliguri Purba, Pargana - Baikunthapur, L.R. J.L. No.92, P.S. - Siliguri, District - Darjeeling.

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AND WHEREAS by way of inheritance, abovenamed Sri Harbhupinder Singh Chowdhury alias Harbhupindar Singh Chowdhury became the sole, absolute and exclusive owner of all that undivided 1/9th (one-ninth) share in the aforesaid land measuring 0.3482 Acres, having permanent, heritable and transferable right, title and interest therein.

VI. A) AND WHEREAS abovenamed Sri Paraminder Singh Chowdhary, Smt. Gurbachan Kaur Chowdhury alias Gurbachan Kaur, Sri Gurpreet Singh Choudhury and Smt. Jasmine Anand had thereafter collectively transferred for valuable consideration and made over physical possession of their undivided 2/9th (two-ninth) share in the aforesaid land measuring 0.3482 Acres, unto and in favour of **PARAS DEVELOPERS**, by virtue of Sale Deed, executed on 08-07-2021, being Document No.2269 for the year 2021, entered in Book - I, Volume No.0402-2021, Pages 86873 to 86899, registered in the Office of the Additional District Sub-Registrar, Siliguri, District-Darjeeling.

B) AND WHEREAS abovenamed Sri Jasmit Singh Chowdhury, Sri Dharmit Singh Chowdhury, Sri Jagjit Singh Chowdhury, Smt. Savneet Kaur Kharbanda, Smt. Gurjit Kaur, Sri Yash Maroli and Miss Iti Maroli had thereafter collectively transferred for valuable consideration and made over physical possession of their undivided 3/9th (three-ninth) share in the aforesaid land measuring 0.3482 Acres, unto and in favour of **PARAS DEVELOPERS**, by virtue of Sale Deed, executed on 26-07-2021, being Document No.1598 for the year 2021, entered in Book - I, Volume No.0402-2021, Pages 67957 to 67992, registered in the Office of the Additional District Sub-Registrar, Siliguri, District-Darjeeling.

C) AND WHEREAS abovenamed Smt. Engline Kaur Jasbir Singh Kohli and Smt. Harpreet Kaur had thereafter collectively transferred for valuable consideration and made over physical possession of their undivided 2/9th (two-ninth) share in the aforesaid land measuring 0.3482 Acres, unto and in favour of **PARAS DEVELOPERS**, by virtue of Sale Deed, executed on 30-07-2021, being Document No.1675 for the year 2021, entered in Book - I, Volume No.0402-2021, Pages 71802 to 71825, registered in the Office of the Additional District Sub-Registrar, Siliguri, District-Darjeeling.

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D) AND WHEREAS abovenamed Sri Harbhupinder Singh Chowdhury alias Harbhupindar Singh Chowdhury had thereafter transferred for valuable consideration and made over physical possession of all that aforesaid land measuring 0.104 Acres, unto and in favour of **PARAS DEVELOPERS**, by virtue of Sale Deed, executed on 11-09-2021, being Document No.2397 for the year 2021, entered in Book - I, Volume No.0402-2021, Pages 94638 to 94657, registered in the Office of the Additional District Sub-Registrar, Siliguri, District -Darjeeling.

E) AND WHEREAS abovenamed Sri Ravinder Pal Singh Chowdhury and Sri Harbhupinder Singh Chowdhury alias Harbhupindar Singh Chowdhury had thereafter collectively transferred for valuable consideration and made over physical possession of their undivided 2/9th (two-ninth) share in the aforesaid land measuring 0.3482 Acres, unto and in favour of **PARAS DEVELOPERS**, by virtue of Sale Deed, executed on 11-09-2021, being Document No.2398 for the year 2021, entered in Book - I, Volume No.0402-2021, Pages 94682 to 94705, registered in the Office of the Additional District Sub-Registrar, Siliguri, District - Darjeeling.

VII. AND WHEREAS by virtue of aforesaid five separate Sale Deeds i) being Document No.2269 for the year 2021, ii) being Document No.1598 for the year 2021, iii) being Document No.1675 for the year 2021, iv) being Document No.2397 for the year 2021 and being Document No.2398 for the year 2021, abovenamed **PARAS DEVELOPERS** became the sole, absolute and exclusive owner of the aforesaid land in total measuring 0.4522 Acres, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in its name in the Record of Rights, being L.R. Khatian No.10988, forming part of L.R. Plot No.9, situated within L.R. Mouza - Siliguri Purba, Pargana - Baikunthapur, L.R. J.L. No.92, P.S. - Siliguri, District - Darjeeling.

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VIII. AND WHEREAS the Vendor is constructing a building on all that aforesaid land measuring 0.4522 Acres, more particularly described in the Schedule-A given hereinbelow, the building permit of which has been granted vide Building Permit No.SWS-OBPAS/0104/2022/1128, dated 04-09-2022.

IX. AND WHEREAS the said building is divided into several independent flats / commercial units/ premises/ parking spaces along with the common facilities.

X. AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have his/ her/ its/ their own flats / 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 has now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Residential Flat, being Flat No.____, measuring _____.00 Sq.ft. (Super Built-up Area) at _____ Floor of the building and _____ covered Parking Space, being Parking Space No.____, measuring _____.00 Sq.ft. at _____ Floor of the building complex, more particularly described in the Schedule-B given hereinunder, for a valuable consideration of Rs._____.00 (Rupees _____) only.

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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, 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 as fair, reasonable and highest has/have agreed to purchase from the Vendor 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.

XIII. AND WHEREAS the Vendor has 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 for a valuable consideration of Rs._____.00 (Rupees _____) only under the conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1.That in consideration of a sum of Rs._____.00 (Rupees _____) only, paid by the Purchaser/s to the Vendor, by Cheque/RTGS/Demand Draft, the receipt of which is acknowledged by the Vendor by execution of these presents and the Vendor do hereby grants full discharge to the Purchaser/s from the payment thereof and the Vendor 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 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 hereinbelow) and has 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 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 Vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendor 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 Vendor 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 residential and parking purposes.

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5. That the Vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendor 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 shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

6. That the Vendor hereby covenants with the Purchaser/s that the tenancy rights under which the Schedule-A land is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor has 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 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.

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 from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

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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 Vendor shall have no responsibility or any liability in this respect.

9. That the Vendor 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 alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

13. That the Vendor 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 Vendor 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 proportionately with all the Purchaser/s unless separately levied upon and charged for.

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15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor on collection of maintenance from flats / commercial units/ premises/ parking spaces owners and thereafter the owners and occupants of different flats / commercial units/ premises/ parking spaces 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 flats / commercial units/ premises/ parking spaces 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 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.

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 Vendor 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 Vendor 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 or the Association acting at the relevant time for any loss or damage suffered by the Vendor or the Association in consequence thereof.

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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 Vendor 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 Vendor for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor 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.

20. That the Purchaser/s further covenant/s with the Vendor 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 shall not be held responsible in any manner whatsoever.

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

22. That the Purchaser/s shall :

a) co-operate with the Vendor 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 Vendor 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 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.

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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.

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.

23. 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.

That the Purchaser/s shall reserve the right to park one car in the parking space at Ground Floor of the building hereby allotted in favour of the Purchaser/s by virtue of these presents.

24. That in case of 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 or the other occupiers of the building with respect to these presents, the same shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996.

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SCHEDULE - A

All that piece or parcel of land measuring 0.4522 Acres, situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Purba, Pargana - Baikunthapur, R.S. J.L. No.110 corresponding to L.R. J.L. No.92, located in Punjabipara, Guru Nanak Sarani, bearing Holding No.42/574/1/834/768, Ward No.13 of the Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling.

L.R. Khatian No.	L.R. Plot No.	R.S. Khatian No.	R.S. Plot No.	Area
10988	09	864	9617	0.2900 Acres
		862	9618	0.1622 Acres
Total Area :				0.4522 Acres

The said land is bound and butted as follows :-

By North : 12 feet wide S.M.C. Road and Land of Smt. Kalawati Sharma,

By South : 24 feet wide S.M.C. Road,

By East : Shiv Mangal Niwas Building,

By West : 12 feet wide S.M.C. Road.

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SCHEDULE - B

All that Residential Flat, being Flat No.____, measuring _____.00 Sq.ft. (Super Built-up Area) at _____ Floor of the building and _ (____) _____ Parking Space, being _____ Parking Space No._____, measuring _____.00 Sq.ft. at _____ Floor of the building known as “ Paras Central ” together with undivided proportionate right in the land on which the said building stands, forming part of R.S. Plot Nos.9617 and 9618 corresponding to L.R. Plot No. 9, recorded in R.S. Khatian Nos.864 and 862 corresponding to L.R. Khatian No.10988, situated within R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Purba, Pargana - Baikunthapur, R.S. J.L. No.110 corresponding to L.R. J.L. No.92, located in Punjabipara, Guru Nanak Sarani, bearing Holding No.42/574/1/834/768, Ward No.13 of the Siliguri Municipal Corporation, P.S. - Siliguri, District - Darjeeling.

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.

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6. Power back up for common area only
7. Gymnasium (Roof Top)
8. Roof top Amenities
9. Kids Play Area cum Garden Space
10. Boundary wall and main gate.
11. Fire Fighting System.
12. 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.

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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 organisation 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 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 Vendor and/or the service organisation for the common purposes.

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IN WITNESSES WHEREOF THE PARTNERS AND AUTHORISED SIGNATORIES OF THE VENDOR 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 :

1.

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

2.

VENDOR

Drafted as per the instruction of the parties and printed in the Office of Kamal Kumar Kedia & Associates, Siliguri.

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

Rahul Kedia
Advocate, Siliguri.
E.No.F/1379/1449/2017.