

DEED OF SALE (CONVEYANCE)

(contd. to next sheet)

With respect to : One Residential Flat, having **Carpet Area** ____
Sq.ft., i.e. **Built Up Area** ____-**Sq.ft.** + 20%
Super built up Area on built up area =
TOTALLING ____-**Sq.ft.** (including **Super**
Built up area) in the _____ **SIDE** of
the _____ **FLOOR**, and One car parking
space measuring ____-**Sq.ft. approx.** in the
Ground Floor of the G+4 storied pucca
building, known as “**BIREDNRA**
RESIDENCY”.

Price Rs._____,000/00

MOUZA SILIGURI, J.L.NO.110,

Present Mouza Siliguri Madhya, J.L.No.88

P.S. Siliguri, Dt. Darjeeling.

THIS DEED OF SALE IS MADE ON THE _____ DAY OF
_____, 2023 AT SILIGURI.

(contd.to next sheet)

B E T W E E N

- (1) SRI _____ (PAN : _____ & AADHAAR NO. _____), SON OF LATE _____,
(2) SMT. _____ (PAN : _____ & AADHAAR NO. _____), WIFE OF SRI _____

Both by religion Hindu, by occupation No.1 is _____, and No.2 is _____, by Nationality Indians, residents of _____, hereinafter called the **"PURCHASERS"** (which expression shall mean & include unless excluded by or repugnant to the context **their** heirs, executors, successors, legal representatives, administrators and assigns) of the FIRST PART.

A N D

- (1) SRI PRADIP RAY SARKAR (PAN : AIMPR-8399F), SON OF LATE BIRENDRA NATH RAY SARKAR,
(2) SMT. BANANI CHATTERJEE (PAN : AGNPC-3609G), WIFE OF LATE SWAPAN CHATTERJEE,
(3) SMT. BANI CHOWDHURY (PAN : AGNPC-3607J), WIFE OF LATE AMALENDRA NARAYAN CHOWDHURY, NO.2 & 3 ARE DAUGHTERS OF LATE BIRENDRA NATH RAY SARKAR,
(4) SMT. ANURADHA NAYAK (RAY SARKAR), (PAN : AEMPAN-7739R), WIFE OF SRI RAJESH NAYAK & DAUGHTER OF LATE HEEREN RAY SARKAR (@ HIRENDRA NATH RAY SARKAR & LATE USHA RAY SARKAR),

All by religion Hindu, by occupation No.1 is Business, No.2 & 3 are House holding and No.4 is Housewife, by Nationality Indians, No.1, 2 & 4-are residents of Neli Sengupta Sarani, Babu Para, Siliguri, P.O. Siliguri Town, Pin 734004, P.S. Siliguri, Dist. Darjeeling, No.3 is resident of 238, Lakhipur Town,

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Ward No.2, P.O. Lakhipur, Dist. Goalpara (Assam), and No.4 is at present residing at 1/503, Chamunda Classic, P.O. & P.S. Thane, Pin 401107, Dist. Thane (State of Maharashtra), hereinafter called the "**LANDOWNERS / VENDORS**" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the SECOND PART.

The Landowners / Vendors are represented by and through their Constituted Attorney –**SRI. SOURAV BANERJEE, SON OF LATE SWARNA KAMAL BANERJEE**, by religion Hindu, by occupation business, by Nationality Indian, resident of College Para, Siliguri, P.O. & P.S. Siliguri, Dt. Darjeeling, Proprietor of "PRIME BUILDERS", empowered by virtue of a General Power of Attorney, dated 05-12-2018, and registered in the office of the Addl. Dist. Sub-Registrar, Siliguri, in Book No.I, being document No.2627-for the year 2018.

A N D

SRI SOURAV BANERJEE (PAN: ACVPB-4024G), **SON OF LATE SWARNA KAMAL BANERJEE**, by religion Hindu, by occupation business, resident of College Para, Siliguri, P.O. & P.S. Siliguri, Dt. Darjeeling, Proprietor of "**PRIME BUILDERS**", a Proprietorship Firm, having its office at College Para, Siliguri, P.O. & P.S. Siliguri, Dt. Darjeeling, hereinafter called the "**DEVELOPER/ CONFIRMING PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the THIRD PART.

WHEREAS Sri Birendranath Ray Sarkar (Now Deceased), and (2) Sri Digendra Nath Ray Sarkar, Both Sons of Late Babulal Ray Sarkar, residents of Babu Para, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, were the Recorded owner of Land measuring 0.65-Acre, in Plot / Dag No.7209, recorded in R.S. Khatian No.992 of Mouza Siliguri, J.L. No.110 (88), P.S. Siliguri, Dist. Darjeeling, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

A N D

WHEREAS thereafter abovenamed Sri Birendra Nath Ray Sarkar and Sri Digendra Nath Ray Sarkar, executed a Deed of Partition with respect to the said land, together with others lands, on 29-03-1976 and registered in the office of the then Sub-Registrar, Siliguri, in Book No.I, being document No.2168-for the year 1976, and by virtue of said Deed of Partition, abovenamed Sri. Birendra Nath Ray Sarkar, have acquired Homestead land measuring 0.65-acre in Plot / Dag No.7209, recorded in R.S. Khatian No.992, of Mouza Siliguri, J.L. No.110 (88), P.S. Siliguri, Dist. Darjeeling, together with other lands, free from all encumbrances and charges whatsoever.

A N D

WHEREAS thereafter above named Birendra Nath Ray Sarkar, died intestate on 06-02-1984, and thereafter his wife –Smt. Santi Ray Sarkar, died intestate on 03-08-1986, leaving the following persons, as their only legal heirs, to inherit their said property, each having equal 1/7th. undivided share therein, in accordance with the provisions of the Hindu Succession Act,1956:

(contd.to next sheet)

- | | |
|---|----------------|
| (1) Sri Dheeren Ray Sarkar | Son; |
| (2) Sri Heeren Ray Sarkar
(@ Hirendra Nath Ray Sarkar) | Son; |
| (3) Sri Rabindra Nath Ray Sarkar | Son; |
| (4) Sri Pradip Ray Sarkar | Son; |
| (5) Smt. Bani Chowdhury
(W/o Late Amalendra Narayan Chowdhury) | Daughter; |
| (6) Miss Bithi Ray Sarkar | Daughter; |
| (7) Smt. Banani Chatterjee
(W/o Late Swapan Chatterjee) | Daughter; |

A N D

WHEREAS thereafter abovenamed Heeren Ray Sarkar (@ Hirendra Nath Ray Sarkar), died intestate on 08-06-1999, leaving his only Daughter – Smt. Anuradha Nayak, Wife of Sri Rajesh Nayak, as his only legal heirs, to inherit his 1/7th. undivided share of the said property, in accordance with the provisions of the Hindu Succession Act. 1956.

A N D

WHEREAS thereafter abovenamed Rabindra Nath Ray Sarkar, died intestate on 12.03.2013 as unmarried, leaving the following persons, as his only legal heirs, to inherit his said 1/7th. undivided share of the said property, each having equal undivided share therein, in accordance with the provisions of the Hindu Succession Act. 1956:-

(contd.to next sheet)

- | | |
|---|---------------|
| (1) Sri Dheeren Ray Sarkar | Brother; |
| (2) Sri Pradip Ray Sarkar | Brother; |
| (3) Smt. Bani Chowdhury
(W/o Late Amalendra Narayan Chowdhury) | Sister; |
| (4) Miss Bithi Ray Sarkar | Sister; |
| (5) Smt. Banani Chatterjee
(W/o Late Swapan Chatterjee) | Sister; |

A N D

WHEREAS thereafter abovenamed Bithi Ray Sarkar, died intestate on 29.11.2014 as unmarried, leaving the following persons, as her only legal heirs, to inherit her undivided share of the said property, each having equal undivided share therein, in accordance with the provisions of the Hindu Succession Act. 1956:-

- | | |
|--|---------------|
| (1) Sri Dheeren Ray Sarkar | Brother; |
| (2) Sri Pradip Ray Sarkar | Brother; |
| (3) Smt. Bani Chowdhury
(W/o Sri Amalendra Narayan Chowdhury) | Sister; |
| (4) Smt. Banani Chatterjee
(W/o Late Swapan Chatterjee) | Sister; |

A N D

WHEREAS in view of the aforesaid facts, above named all the legal of heirs of Late Birendra Nath Ray Sarkar, are now the absolute owners of

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remaining land measuring 0.45-acre, together with building etc. standing thereon, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever, OF WHICH, Land measuring 0.29-acre, as fully described in the SCHEDULE "A" appended below, a part of said total land, out of said land measuring 0.29-acre, above named Smt. Anuradha Nayak acquired Land measuring 0.04142-acre by virtue of Inheritance from her Father, and above named Sri Dheeren Ray Sarkar, Sri Pradip Ray Sarkar, Smt. Bani Chowdhury and Smt. Banani Chatterjee jointly acquired land measuring 0.24858-acre, by virtue of inheritance as aforesaid, i.e. each having 0.062145-acre. A N D WHEREAS during Settlement Survey Operation, the said land is identified as L.R./Hal Plot / Dag No.2734/2829—with an area measuring 0.29-acre, of the said Mouza Siliguri, Now Siliguri Madhya.

A N D

WHEREAS thereafter above named Dheeren Ray Sarkar made gift his undivided homestead land measuring 0.062145-acres, to and in favour of Smt. Bani Chowdhury, by virtue of a Deed of Gift, executed him through his Constituted Attorneys, on 15-11-2018 and registered in the office of the Addl. Dist. Sub-Registrar, Siliguri, Being document No.2464-for the year 2018, free from all encumbrances and charges whatsoever. A N D thereafter above named Smt. Bani Chowdhury, made gift her said undivided homestead land measuring 0.062145-acres, to and in favour of Smt. Banani Chatterjee, by virtue of a Deed of Gift, executed by her, on 04-12-2018 and registered in the office of the Addl. Dist. Sub-Registrar, Siliguri, Being document No.2604-for the year 2018, free from all encumbrances and charges whatsoever.

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A N D

WHEREAS by virtue of aforesaid fact, the first party / owners hereof became the absolute owners-in-possession of Homestead land measuring 0.29-acre, as described in the Schedule "A" appended below, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

A N D

WHEREAS the Landowners/vendors and the Prime Builders, the Developer/ Confirming Party hereof, with a view to construct one Multi-storied pucca (G+4) residential building on the aforesaid land, have entered into a Deed of Agreement for Development with the Developer / Confirming Party, executed on 05-12-2018 and registered in the office of the Addl. Dist. Sub-Registrar, Siliguri, Being document No.2625-for the year 2018, and as per terms and conditions of the said Agreement, the Developer has constructed a Multi-Storied (G+4) residential building on said total homestead land measuring 0.29-acre, as per approved Sanctioned Building Plan Number 601, dated 31-08-2019 & sanctioned on 21-01-2021 by the Siliguri Municipal Corporation, Siliguri.

A N D

WHEREAS One Residential Flat, being **Flat / Tenement No.____**, having **Carpet Area _____-Sq.ft.**, i.e. **Built Up Area _____-Sq.ft.** + 20% Super built up Area on built up area i.e. **TOTALLING _____-Sq.ft.** approx. (including Super Built up area) in the _____ **SIDE** of the _____ **FLOOR**, and One car parking space measuring _____-**Sq.ft. approx.** in the Ground Floor of the G+4 storied pucca building, known as BIREDNRA
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RESIDENCY”, including the area of proportionate share of common areas and facilities, common stair cases, common lift and together with proportionate indivisible share in the aforesaid total homestead land all as fully described in the Second, Fourth and Fifth SCHEDULES appended below (hereinafter referred to as "**BELOW SCHEDULED PROPERTY**" for the sake of brevity), has fallen in the allotment/ownership of the Developer / Confirming Party hereof in terms of the aforesaid Deed of Agreement, and the vendors & the Developer hereof , being in need of money, had offered for Sale the said below-scheduled property, disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances and charges whatsoever, subject to certain terms and conditions.

A N D

WHEREAS the Purchasers hereof had agreed to purchase the said below scheduled property of the vendors & the Developer at or for a total price of **Rs. _____,000/00 (Rupees _____)** only, free from all encumbrances and charges whatsoever.

A N D

WHEREAS the vendors & the developer hereof, considering the price so offered by the Purchasers as fair, reasonable and highest in the prevailing market, had firmly and finally agreed to sell the said Below Scheduled Property to the Purchasers hereof at or for the aforesaid price, free from all encumbrances and charges whatsoever, and entered into an Agreement for Sale and took advance / Baina from the Purchasers hereof.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of **Rs. _____,000/00 (Rupees _____)** only paid by the Purchasers to the Developer/ confirming party in full, as per consent of the vendors as detailed in the **MEMO OF CONSIDERATION / RECEIPT** appended below (the receipt whereof the vendors & the developer do hereby acknowledge as having fully received and the vendors & the Developer also grant full discharge to the Purchasers from the payment thereof), the vendors DOTH hereby convey, assign, sell and transfer their said below scheduled Property together with all their right, title, interest, hereditaments, liberties, easements, trees and fences etc. whatsoever in any way belonging to or reputed to belong therewith and make over physical possession thereof unto and in favour of the Purchasers absolutely and for ever TO HAVE AND TO HOLD the same as an absolute estate by the Purchasers as exclusive owners thereof, peaceably and quietly, with permanent, heritable and transferable right, title and interest, and without any claim, objection, interference or interruption from the vendors or any person or persons claiming under them, subject to the payment of land revenue and other taxes to the superior landlord -now the Govt. of West Bengal, under the terms and conditions as agreed to by and between the parties hereof as hereinafter appearing. The confirming party also confirm the sale of the said below-scheduled property by the vendors and transfers any right if there be in the said below scheduled property in favour of the Purchasers.

:TERMS AND CONDITIONS:

1. That the interest which the vendors do hereby profess to transfer subsists and that the vendors have good right, full power and absolute authority to sell and convey unto the Purchasers the said below scheduled property hereby sold and conveyed.

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2. That it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon and to own use, hold and enjoy the property hereby conveyed and every part thereof.

3. That the vendors shall not do any thing or make any thing or make any grants or terms whereby the right of the Purchasers hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the right, title and interest of the Purchasers as also as a co-owner in respect of the common areas and facilities.

4. That the Purchasers shall be liable to pay directly the Municipal taxes and other outgoings now payable or to be payable hereafter in respect of the said property of the building as mentioned in the Second Schedule hereunder written with proportionate share of land and get the property mutated in **his / her / their** own names.

5. That the Purchasers shall regularly pay the charges levies, costs, expenses for common areas including maintenance and service charges of the said project proportionately as stated in the Third Schedule written hereunder.

6. That the Purchasers shall maintain and repair the internal portion of the said purchase property in all respect solely at **his/her/their** own cost in respect of the said property.

7. That the Purchasers agree to contribute and pay from time to time and at all times **his / her / their** proportionate share towards the cost expenses and outgoings in respect of the matters specified in the third Schedule hereto and also pay other taxes or outgoings to be lawfully and equitably levied thereafter with other co-owners of the building.

8. That proportionate share of all such costs taxes and outgoings shall be on the basis of the proportionate area of the said below scheduled property or mutually decided by each of the Purchasers in the said Apartments.

9. That the Purchasers shall use the said flat for residential purpose and the said parking space for parking purpose.

10. That the Purchasers shall take **his/her/their** new electric connection from the **WBSEDCL.** with **his/her/their** own fund including the proportionate cost & expenses of the Transformer.

11. That the Purchasers shall not at any time make or cause to be made any addition and or alteration of whatsoever manner to the said below scheduled property hereby sold or any part thereof which might prejudicially affect the safety, security and beauty of the premises or cause any nuisance to any other owner of the said building.

12. That the Purchasers interest in the undivided portion of land as more fully described in the first schedule shall remain joint with the other co-owners of the building who have hereto before acquired or who may hereafter acquire right, title and interest in the said building and also have the right to enjoy easement right as specifically mentioned in the fifth schedule written hereunder.

13. That the Purchasers undertake that if the Purchasers transfer **his / her/ their** property as in Second Schedule hereto then the Purchasers shall incorporate all the terms and conditions of this Deed in the Deed of Transfer.

14. That the Purchasers will pay proportionate share of Municipal tax, Govt. rent or other taxes if any with effect from the date of registration of this Deed of Sale.

15. That the Purchasers shall only be allowed to use the Top roof of the building jointly with other co-owners but shall not claim any exclusive right of the Top roof of the said building in any form or manner whatsoever.

16. That the Purchasers further undertakes that the Purchasers shall not claim the common passage, Top roof, staircases, lift and other common areas utilities as specifically mentioned in Fourth Schedule as **his / her / their** absolute property, but shall enjoy the said common facilities with other co-owner of the said building with right of ingress and egress to and from main entrances of the building.

17. That the Purchasers agreed that the property referred to hereinabove means the property of the Purchasers specifically mentioned in Second Schedule hereunder together with common areas and facilities as stated in Fourth Schedule and right of easement as in fifth Schedule written hereunder.

18. That the Purchasers have examined and inspected all the Papers and documents of the land and the building including the Building Plan, Foundation Plan etc. of the building.

19. That the vendors confirm that the Purchasers **are** the absolute owners of the property specifically mentioned in the Second Schedule as also confirm that the Sale made by the vendors are valid. The vendors have not claim upon the said below scheduled property and also any common portion as in proportionately owned by the Purchasers.

20. That the vendors do hereby further covenant with the Purchasers that if it transpires hereafter that the vendors' title in the properties hereby conveyed is defective or that the vendors had no right to convey the hundred percent share in the said properties sold to the Purchasers or if any other person or persons is or are found to have right or interest or share in the said properties and thereby the Purchasers possession or ownership of the said properties is imperiled, then the vendors would be bound to indemnify the Purchasers as also be liable to pay adequate compensation to the Purchasers for any other loss or injury which the Purchasers may suffer or sustain resulting there from .

21. That the right of way in common and all common passages drive ways entrance shall remain free from all times for free movement as demarcated by the Developer and the vendors hereof, but in no manner either the Purchasers or any co-owner of the building including vendors and their servant, agent shall create any obstruction to the passage by deposit of materials rubbish or otherwise.

22. That the purchasers 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 of 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/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.

23. That the purchasers hereby covenants with the Developer that he/she/they shall have no claim upon the developer nor the vendors/developer as to the construction, quality of materials used or standard of workmanship in the construction thereof including the foundation of the building and / or development, installation, erecting and construction of common provisions utilities.

24. The Purchaser/s further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Schedule "B" Property or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Schedule "B" Property. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchaser/s and/or

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maintenance agency appointed by association of Purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

25. That the Purchasers after being satisfied with the construction work, other works and fittings of **his / her / their** said below scheduled property, and took possession of **his** below scheduled property from the vendors.

26. That GST and all other tax/s as presently imposed and to be imposed in future by the Government on the sale of the said below scheduled property shall be paid by the Purchasers hereof.

27. That it shall be obligatory to become member of a Committee consisting of the Purchasers and other co-owner of the said building, and the said committee shall sit once in every month to frame Rules and Regulations to be abided by its members and to assess the expenses concerning the common areas and facilities for common use and concerning care-taker/ night-guard/ sweeper/ office expenses and other common maintenance related expenses as may be arises from time to time, and the Purchasers and other co-owner of the building shall bear such expenses proportionately as per decision of the said Committee.

28. That this transfer/assignment/sale shall be governed under the provisions of the Transfer of property Act, 1882.

Provided always it is hereby expressly declared by the vendors and Recorded that the said below scheduled property as in Second Schedule hereof from now onwards is the exclusive property of the Purchaserss
(contd.to next sheet)

with right to Sell, Gift, Mortgage or transfer with permanent, heritable and transferable right together with all other easement right and no interest and claim of vendors subsist therein.

THE FIRST SCHEDULE
(TOTAL PROPERTY)

All that piece or parcel of land measuring 0.29-Zero point two nine acre (i.e. 29-Decimals), forming part of R.S. Plot / Dag No.7209 (Seven thousand two hundred nine), recorded in R.S. Khatian No.992 (nine hundred ninety two), corresponding to L.R.Plot /Dag No.2734/2829, recorded in L.R. Khatian Nos._____,of MOUZA SILIGURI, J.L. No.110, Present Mouza Siliguri Madhya, J.L.No.88, identified as Holding No.10/185/248/209 of Ward No.XXVII of the Siliguri Municipal Corporation, situated at Neli Sengupta Sarani, Babu Para, Siliguri, Pargana Baikunthapur, P.S., Sub-Division and ADSR Office Siliguri, in the District of Darjeeling.

The land is bounded and butted as follows : -

On the North : Partly Malancha Apartment and partly 17-foot wide approx. common Private Road;

On the South : 18-foot 5-inches wide (approx) Siliguri Municipal Corporation Road, known as Neli Sengupta Sarani,

On the East : 30-foot Wide approx.Siliguri Municipal Corporation Road, known as Neli Sengupta Sarani,

On the West : 05-Foot 03-inches wide approx. Passage:

(contd.to next sheet)

Yearly rent for said land is payable to the superior landlord -the Govt. of W.B.

:THE SECOND SCHEDULE:
(PROPERTY HEREBY SOLD)

All that piece or parcel of one Residential Flat, being **Flat / Tenement No.____**, having **Carpet Area _____-Sq.ft.** Approx. (**Tiles Floor**) **Built up area _____ - Sq.ft.** approx. + 20% Super built up Area on built up area = **i.e. Totalling _____-Sq.ft.** approx. in the _____ **SIDE** of the _____ **FLOOR** and one car parking space, having _____-**Sq.ft.** approx. in the Ground Floor of the G+4 storied pucca building, known as “**BIRENDRA RESIDENCY**”, including the area of common areas, common facilities, common stair cases, common lift, common space etc., fitted with running water system, together with proportionate indivisible share of Land measuring 0.29-Zero point two nine acre (i.e. 29-Decimals), forming part of R.S. Plot / Dag No.7209 (Seven thousand two hundred nine), recorded in R.S. Khatian No.992 (nine hundred ninety two), corresponding to L.R.Plot /Dag No.2734/2829, recorded in L.R. Khatian Nos._____,of **MOUZA SILIGURI**, J.L. No.110, Present Mouza Siliguri Madhya, J.L.No.88, identified as Holding No.10/185/248/209 of Ward No.XXVII of the Siliguri Municipal Corporation, situated at Neli Sengupta Sarani, Babu Para, Siliguri, Pargana Baikunthapur, P.S., Sub-Division and ADSR Office Siliguri, in the District of Darjeeling, is sold by this Deed of Sale (Conveyance).

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The said Flat is presently butted and bounded as follows :-

By the North :
By the South :
By the East :
By the West :

The said Car Parking space is presently butted and bounded as follows :-

By the North :
By the South :
By the East :
By the West :

Yearly rent for the proportionate land hereby sold is payable to the superior landlord -the Govt. of W.B.

THE THIRD SCHEDULE
(COMMON EXPENSES)

1. All costs of maintenance, operating, redecorating all lighting the common portions including the outer walls of the buildings, boundary walls etc.
2. The salaries and other expenses for all persons employed for the common purpose.
3. The expenses and deposits for supplies of common utilities to the co-owners.

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4. Municipal and other rates, taxes and levies and all other outgoings save those separately assessed or incurred in respect of any suit.
5. Lighting expenses incurred for the common purpose.
6. Office expenses incurred for maintaining the office for the common purpose.

:THE FOURTH SCHEDULE:
(Common Areas & facilities)

The common areas and facilities shall include the following:

1. The foundation, columns, girders, beam, supports, top roof, main walls, corridors, lobbies, stairs, stairways, Lift and entrance and exits to and from the premises.
2. The yards and open space.
3. Installation of common service such as light, water and sewerage etc.
4. The tanks, motors pumps (delivery) pipe lines and in general all apparatus and installations existing for common use.
5. All other parts of the property necessary or convenient to its existence and safety or normally in common use as demarcated by the developer and the vendor hereof.
6. Such other common facilities as in the said total property.

(contd.to next sheet)

THE FIFTH SCHEDULE
(EASEMENT-RIGHT)

All the co-owners shall of the said apartment shall get the following rights, easements, quasi-easements, privileges and /or appurtenances.

1.The right of common passage in all the common portions.

2.The right of passage of utilities including connection for Telephone, pipes, cables, gas pipe or any other connection through each on and every portion of the building including the said scheduled property.

3.Right of support shelter and protection of each portion of the building by other and /or other thereof.

4.The absolute & unencumbered right over the common portions subject to the terms & conditions herein contained.

5. Such rights supports easements and appurtenances as are usually hold used occupied or enjoyed as part or parcel of the said undivided proportionate share in the said land and/or the said scheduled property.

That the Stamp Duty has been duly paid of this Deed of Sale on the Assessed value.

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IN WITNESS WHEREOF the Vendors, through their above named Constituted Attorney and the Confirming Party hereof, in good health and conscious mind, have set and subscribed their respective hands & seal on this Deed of Sale (Conveyance) at Siliguri on the day, month and year first above written.

WITNESSES:

SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASERS

I CONFIRM THE SALE.

SIGNATURE OF THE CONFIRMING
PARTY.

Drafted, read over & explained by me:

Advocate, Siliguri,

(contd.to next sheet)

MEMO OF CONSIDERATION / RECEIPT

Received with thanks from the within named Purchasers the within mentioned a sum of **Rs. _____,000/00 (Rupees _____)** **only** in full and final payment of price of the Scheduled Property hereby sold, as follows:-

a) by Cheque No. _____, dated _____ of the _____ Bank of India, _____ Branch, Siliguri. **Rs. _____,00,000/-**

b) By Draft No. _____, dated _____ of _____, Siliguri Branch, **Rs. _____/00**

Total : Rs. _____000/00

IN WITNESS WHEREOF the Confirming party hereof, have executed this Memo of Consideration / Receipt on the _____ day of _____, 2023 at Siliguri.

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY.

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