

THIS DEED OF SALE IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 (TWO THOUSAND TWENTY THREE)

UNIT/ FLAT NO.	:	_____
AREA OF PREMISES	:	_____ SQUARE FEET
FLOOR	:	_____ FLOOR
R.S. PLOT NO'S	:	2780, 2785, 2786 & 2787
L.R. PLOT NO'S.	:	5784 & 6605
R.S. KHATIAN NO'S	:	2131, 2135, 2133, 2132, & 2128
L.R KHATIAN NO.	:	8711
J. L. NO.	:	110 [90]
MOUZA	:	SILIGURI
PARGANA	:	BAIKUNTHAPUR
P. S. & ADSR OFFICE	:	SILIGURI
S.M.C. WARD NO	:	VII (SEVEN)
DISTRICT	:	DARJEELING
CONSIDERATION	:	RS. _____/-

### BETWEEN

**“PRIME DEVELOPERS”**, (PAN : AAXFP5657M), a partnership firm, having its Office at 3<sup>rd</sup> Floor, City Mall, Sevoke Road, P.O & P.S. Siliguri - 734001, District Darjeeling in the State of West Bengal, represented by one of its **Partner** : **“SRI RUPESH KUMAR AGARWAL”** (PAN : ACIPA7785N & AADHAAR : 3049 8758 9322), Son of Mangeram Agarwal, Hindu by Religion, Indian by Citizenship, Business by Occupation, resident of Garg Kutir, Deokota Toll, P.O. & P.S. Jaigaon - 736182, District Jalpaiguri in the State of West Bengal ---- hereinafter called the **“VENDOR/ PROMOTER”** (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its partners, administrators, office representatives, and/or assigns) of the **FIRST PART.**

AND

**SRI/SMT./MISS** \_\_\_\_\_ (**PAN** : \_\_\_\_\_  
& **AADHAAR** : \_\_\_\_\_), Son/Wife/Daughter of \_\_\_\_\_,  
\_\_\_\_\_ by Religion, \_\_\_\_\_ by Citizenship, \_\_\_\_\_ by  
Occupation, residing at \_\_\_\_\_,  
P.O. \_\_\_\_\_ & P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, District  
\_\_\_\_\_, in the State of \_\_\_\_\_ ---- hereinafter are  
referred to as and called the **“PURCHASER/S”** (which expression shall mean and  
include unless excluded by or repugnant to the context his/her/their heirs,  
successors, executors, administrators, legal representatives, and assigns) of the  
**SECOND PART.**

**WHEREAS:-**

Unless in this Indenture, there be something contrary or repugnant to the subject or  
context:-

**A) VENDOR/ PROMOTER** shall mean **“PRIME DEVELOPERS”**, (**PAN** :  
**AAXFP5657M**), a partnership firm, having its Office at 3<sup>rd</sup> Floor, City Mall,  
Sevoke Road, P.O & P.S. Siliguri - 734001, District Darjeeling in the State of  
West Bengal, represented by one of its **Partner** : **“SRI RUPESH KUMAR  
AGARWAL”** (**PAN** : **ACIPA7785N & AADHAAR : 3049 8758 9322**), Son of  
Mangeram Agarwal, Hindu by Religion, Indian by Citizenship, Business by  
Occupation, resident of Garg Kutir, Deokota Toll, P.O. & P.S. Jaigaon - 736182,  
District Jalpaiguri in the State of West Bengal.

**B) PURCHASER/S** shall mean \_\_\_\_\_ (**PAN** :  
\_\_\_\_\_ & **AADHAAR** : \_\_\_\_\_), Son/ Wife of  
\_\_\_\_\_, \_\_\_\_\_ by Religion, \_\_\_\_\_ by Citizenship,  
\_\_\_\_\_ by Occupation, residing at \_\_\_\_\_,  
District \_\_\_\_\_, Pin - \_\_\_\_\_, in the State of \_\_\_\_\_.

**C) PREMISES/ BUILDING** shall mean all that **Lower Ground + 4 Storied Residential Cum Commercial (Mercantile Retail) Building** Brick - Built and premises TOGETHERWITH the piece and parcel of revenue redeemed land thereunto belonging whereon or on part whereof the same is would erect and building containing an area measuring about 18.69 (Eighteen Point Six Nine) Decimals, appertaining to R.S. Plot No's. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No's. 5784 & 6605, recorded in R.S. Khatian No's. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, within Ward No. "VII" (Seven) of Siliguri Municipal Corporation, District Darjeeling, morefully and wherever the context so permits or intends shall including the building thereon.

**D) PLAN** shall mean the Plan being No. **SWS-OBPAS/0104/2023/0958** dated 20.06.2023, comprised in R.S. Plot No's. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No's. 5784 & 6605, recorded in R.S. Khatian No's. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, within Ward No. "VII" (Seven) of Siliguri Municipal Corporation, District Darjeeling.

**E) UNIT** shall mean one Flat and Garage, as also any Flat with Garage or Car Parking Space if any, forming such as unit within the building would erect situated at Burdwan Road, Siliguri, P.O. & P.S. Siliguri, comprised in R.S. Plot No's. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No's. 5784 & 6605, recorded in R.S. Khatian No's. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, within Ward No. "VII" (Seven) of Siliguri Municipal Corporation, District Darjeeling.

**F) UNDIVIDED SHARE** shall mean the undivided impartibly proportionate share in the land comprised in R.S. Plot No's. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No's. 5784 & 6605, recorded in R.S. Khatian No's. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), situated at Burdwan Road, Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, P.S. & Addl. Dist. Sub-Registry Office Siliguri, within Ward No. "VII" (Seven) of Siliguri Municipal Corporation, District Darjeeling attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof in fact.

**G) COMMON AREAS AND INSTALLATION** shall mean those of the Common Area and Facilities mentioned and specified in the **THIRD SCHEDULE** hereunder written and declared and expressed by the Vendor/ Promoter for common use and enjoyment of Co - owners.

**H) COMMON EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Building and in particular, the Common areas, and Installations and radiation of common services in common of the co - owners, and all other expenses for the common purpose including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the co - owners.

**I) CO - OWNERS** according to the context shall mean all the Buyers/ Owners, who for the time being shall either complete the purchase of any Unit in the Building, or have agreed to purchase any Unit of the Building, and take lawful possession of any such, unit, and all the unsold Units and/ or Units therein possession where of not being parted with by the VENDOR/ PROMOTER.

**J) ASSOCIATION** shall mean the Association to be formed by all the co - owners as aforesaid for joint core, securities, preservation and maintenance of the said building, all the co - owners being agreement being to join such association or due formation thereof paying proportionately for such purpose.

**K) PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE** according to the context shall mean.

(i) Where it refers to the share of the Purchaser/s in the lands comprised in the said premises the share of any Purchaser/s therein shall be in the proportion in which the Super Built-up Area of the said unit may be in total area of the lands as contained in the premises as aforesaid whereon the building housing the units as aforesaid, inclusive of the one being the subject matter hereof, remain situate.

(ii) Where it refers to the share of the Purchaser/s in the Common Areas and Installations the share of any Purchaser/s therein shall be in the proportion in which the Super Built-up Area of the said unit be to Super Built-up Area of all the Unit in the Building the share of the any Purchaser/s in common expenses therefore similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/ or taxes payable as, or under common expenses such share shall be determine on the basis of such rates and/ or taxes as shall be levied their against individually.

**WHEREAS :**

The above-named owner namely **“PRIME DEVELOPERS”** is the lawful owner having title & in possession of land by virtue of Two Deed of Conveyance as follows :-

i) Recorded in Book No. I, Volume No. 0402-2020, Pages from 98539 to 98587, being Document No. I-2174 for the year 2020, registered at the Office of the A.D.S.R, Siliguri, land measuring 10.69 (Ten Point Six Nine) Decimals, appertaining to R.S. Plot No’s. 2785, 2786, 2780 & 2787 corresponding to L.R. Plot No. 6605, recorded in R.S. Khatian No’s. 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No’s. 3143, 3144, 3145, 3146, 3147, 3148, 3149 & 3150, situated at R.S. Mouza - Siliguri corresponding to L.R. Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, P.S. & A.D.S.R. Office - Siliguri, within S.M.C Ward No. VII (Seven), Dist. Darjeeling, executed on 4<sup>th</sup> November 2020 at A.D.S.R Office, Siliguri.

ii) Recorded in Book No. I, Volume No. 0402-2022, Pages from 24411 to 24521, being Document No. I-352, for the year 2022, registered at the Office of the A.D.S.R Siliguri, Dist. Darjeeling, land measuring 8 (Eight) Decimals, appertaining to R.S. Plot No. 2780, recorded in R.S. Khatian No. 2131, situated at Mouza - Siliguri, Pargana - Baikunthapur, P.S. & A.D.S.R. Office - Siliguri, within S.M.C Ward No. VII (Seven), Dist. Darjeeling, executed on 27<sup>th</sup> January 2022 at A.D.S.R Office, Siliguri.

**AND WHEREAS** the said Vendor namely **“PRIME DEVELOPERS”** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O. Siliguri and shall ever since one L.R. Khatian, being Khatian No. 8711 was framed in the name of **“PRIME DEVELOPERS”** as per provision of W.B.L.R Act, 1955.

**AND WHEREAS** the Vendor namely **“PRIME DEVELOPERS”** as well as the Promoter subsequently initiated for building plan and in this process after having obtained the approved L.U.C.C. Memo No. **10851/SJDA**, dated 01.03.2023, approved by the S.J.D.A., Siliguri and having obtained the Fire Safety Recommendation vide Memo No. **FSR/0125186220500186**, dated 28.11.2022 obtained from West Bengal Fire and Emergency Services, Government of West Bengal and the site plan was approved by Siliguri Municipal Corporation, being Plan No. **SWS-OBPAS/0104/2023/0958** dated 20.06.2023 approved by Siliguri Municipal Corporation and in the manners aforesaid **“PRIME DEVELOPERS”** of these presents became in actual, khas, and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances whatsoever.

**AND WHEREAS** the said Land is earmarked for the purpose of building a [*Commercial/ Residential*] Project, comprising a Lower Ground + 4 Storied Residential-Cum-Commercial (Mercantile Retail) Building and the said project shall be known as **“PRIME DIAMANTE”**.

**AND WHEREAS** the aforesaid Project **“PRIME DIAMANTE”**, has been granted registration under the provisions of the Real Estate Regulatory Authority (RERA) Act, 2016, vide Registration No. \_\_\_\_\_, dated \_\_\_\_\_.

**AND WHEREAS** thereafter the SILIGURI MUNICIPAL CORPORATION has granted the Commencement Certificate to develop the Project vide approval being **Plan No. SWS-OBPAS/0104/2023/0958** dated 20.06.2023.

**AND WHEREAS** the Vendor/ Promoter has obtained the final layout plan approvals for the Project from SILIGURI MUNICIPAL CORPORATION and agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.

**AND WHEREAS** after the sanction of the aforesaid plan, the said Vendor/ Promoter herein commenced as proposed the construction work of the building, situated at Burdwan Road, Siliguri, P.O. & P.S. Siliguri, appertaining to R.S. Plot No's. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No's. 5784 & 6605, recorded in R.S. Khatian No's. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, within Ward No. "VII" (Seven) of Siliguri Municipal Corporation, District Darjeeling, hereinafter said the "SAID BUILDING" named "**PRIME DIAMANTE**" hereunder written, according to the said sanction of the Commencement Certificate & simultaneously the Vendor/ Promoter herein started booking process of Several Flats/ Parking Space under construction in favour of the Intending Purchaser/s.

**AND WHEREAS** the Vendor/ Promoter herein have decided or agreed to sell to the Purchaser/s as per Agreement for Sale dated \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ ALL THAT one Unit/ Premises being **Unit/Flat No.** \_\_\_\_ on \_\_\_\_\_ **Floor**, admeasuring \_\_\_\_\_ **Sq. Ft.** (Rera Carpet Area), in **Block** \_\_\_\_\_ of the Building along with **One Covered Parking Area** being **Parking No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **Sq. Ft.** at \_\_\_\_\_ **Floor**, hereinunder called "FLAT AND GARAGE" morefully & particularly described in the **SECOND SCHEDULE** hereunder written, the same as so to be erected of the building situated at Burdwan Road, Siliguri, P.O. Siliguri, within Police Station Siliguri, appertaining to R.S. Plot No's. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No's. 5784 & 6605, recorded in R.S. Khatian No's. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, Ward No. "VII" (Seven) of Siliguri Municipal Corporation, District Darjeeling, morefully & particularly described in the **FIRST SCHEDULE** hereinabove written TOGETHERWITH undivided proportionate share of Land and Building morefully & particularly described in the **FIRST SCHEDULE** hereinabove written, TOGETHERWITH common facilities, right over passage, main entrance, stair, landing etc, morefully & particularly described in the **THIRD SCHEDULE** hereunder written, at or for total of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_) only free from all encumbrances.

**NOW THIS INDENTURE WITNESSES** and it is hereby and hereunder agreed by and between the parties as follows:-

1. That the Vendor/ Promoter herein have agreed to sell being ALL THAT one Unit/ Premises being **Unit/ Flat No.** \_\_\_\_\_ on \_\_\_\_\_ **Floor**, admeasuring \_\_\_\_\_ **Sq. Ft.** or \_\_\_\_\_ Rera Carpet Area in **Block** \_\_\_\_\_ of the Building along with **One Covered Parking Area** being **Parking No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **Sq. Ft.** at the \_\_\_\_\_ **Floor** hereinafter called “FLAT AND GARAGE” morefully & particularly described in the **SECOND SCHEDULE** hereunder written, the Land situated at Burdwan Road, Siliguri, P.O. Siliguri, within Police Station Siliguri, appertaining to R.S. Plot No’s. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No’s. 5784 & 6605, recorded in R.S. Khatian No’s. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, within Ward No. “VII” (Seven) of Siliguri Municipal Corporation, District Darjeeling morefully & particularly described in the **FIRST SCHEDULE** hereinabove written, TOGETHERWITH UNDIVIDED PROPORTIONATE share of Land and Building morefully & particularly described in the **FIRST SCHEDULE** hereinabove written, TOGETHERWITH common facilities, right over passage, main entrance, stair, landing etc, more fully & particularly described in the **THIRD SCHEDULE** hereunder written, at or for total of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_), only and the Vendor/ Promoter have acknowledged the receipt of the same. That the aforesaid consideration is inclusive/ exclusive of GST.

2. That the Purchaser/s has/ have examined and inspected the Documents of title of the Vendor/ Promoter, Site Plan, Building Plan, Foundation Plan, Structural details of the beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/ Sectional Elevation details of staircases as well as the common portions & areas and the common provisions & utilities 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 have satisfied himself/ herself/ themselves about the standard of construction thereof including that of the property described in **SECOND SCHEDULE** purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor/Promoter as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation



of the Multistoried 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/ Promoter or anybody claiming through or under them and all the rights, title and interest which vested in the Vendor/ Promoter with respect to the **SECOND SCHEDULE** shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

**4.** That the Purchaser/s hereby covenant with the Vendor/ Promoter not to dismantle, divide or partition the property mentioned in **SECOND SCHEDULE** 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/ Commercial purposes only.

**5.** That the Vendor/ Promoter declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendor/ Promoter have not previously transferred, mortgaged, contracted for sale or otherwise the said below **SECOND SCHEDULE** 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/ Promoter shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustained in resulting therefrom.

**6.** That the Vendor/ Promoter further covenant with the Purchaser/s that if for any defect of title, the Purchaser/s is/ are deprived of ownership or of possession of the said **SECOND SCHEDULE** or any part thereof in future, then the Vendor/ Promoter shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money as the case may be from the date of such deprivation of ownership or of possession and the Vendor/ Promoter shall further pay adequate compensation to the Purchaser/s for any other loss or injury which the Purchaser/s may suffer or sustain in consequence thereof.

7. That the Vendor/ Promoter do hereby covenant with the Purchaser/s that the tenancy rights under which the **FIRST SCHEDULE** is held by the Vendor/ Promoter under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor/ Promoter proposes to transfer subsists and the Vendor/ Promoter have full right and authority to transfer the **SECOND SCHEDULE** to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the **SECOND SCHEDULE** without any obstruction or hindrance whatsoever.

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

9. That the Purchaser/s will obtain his/ her/ their own independent Electric connection from the W.B.S.E.D.C.L for his/ her/ their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. That the Vendor/ Promoter shall have no responsibility or any liability in this respect.

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

11. That the Purchaser/s shall has/ have the right to get his/ her/ their name mutated with respect to the said **SECOND SCHEDULE** 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 and other taxes as may be levied upon him/ her/ them by the concerned authority from time to time though the same has not yet been assessed.

12. That the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the **SECOND SCHEDULE** or let-out, lease out the **SECOND SCHEDULE** to whomsoever.

**13.** 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.

**14.** That the Purchaser/s shall use the **SECOND SCHEDULE** for any lawful purpose, whatsoever and the Vendor/ Promoter shall have no objection thereto.

**15.** That the Vendor/ Promoter will pay upto date taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **SECOND SCHEDULE**.

**16.** That the Vendor/ Promoter shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the **SECOND SCHEDULE** except for unsold portion of the building which shall be borne by the Vendor/ Promoter proportionately with all the Purchaser/s unless separately levied upon and charged for.

**17.** That the Purchaser/s shall permit entry at all reasonable times to the Vendor/ Promoter 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, preparing, running, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation or development protection and/ or safety of the BUILDING including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

**18.** That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor/ Promoter on collection of maintenance from Unit owners till the Unit owners forms and constitute an Apartment Owners Association by framing a proper Memorandum of Association together with the rules and regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments and as soon as the OWNERS & OCCUPANTS form and constitute such association all the rights and liberties as well as the duties and obligation of the Vendor/ Promoter in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realization of common expenses and the

compliance of various legal formalities or other formalities pertaining to the BUILDING shall vest into and devolve upon such Apartments Owners Association.

**19.** That the Purchaser/s shall be entitled to pay such proportionate charges for the common facility such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, lift, generator, sanitation, sweeper, Chowkidar etc. as will be determined by the Vendor/ Promoter from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building. That such Maintenance Charge will be applicable from the date of registration and/ or handover of the said **SECOND SCHEDULE**, whichever is earlier on the Super Built-up Area along with applicable G.S.T.

**20.** That so long as the said Unit of the said building shall not be separately assessed by the Purchaser/s to pay the proportionate share of taxes to the Vendor/ Promoter in respect of the said **SECOND SCHEDULE**. If there is any type of Service Tax/ GST or any other taxes is occurred then the Service and any other taxes shall be borne by the Purchaser/s.

**21.** That the Purchaser/s will bear all cost and expenses including Stamp Duty & Registration Fees etc. for registering the Deed of Sale for the said Unit which will be prepared by Advocate of the Vendor/ Promoter.

**22.** That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in **THIRD SCHEDULE** given hereinunder) within the time allowed by the Vendor/ Promoter or the Apartment Owner 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 or arrears and shall also be liable to compensate Vendor/ Promoter or the Association acting at the relevant time for any loss or damage suffered by the Vendor/ Promoter or the Association in consequence thereof.

**23.** That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor/ Promoter for the purpose of road, landings, stairs, or other community purpose/s and in the event of encroachment, the

Vendor/ Promoter or the executive body or any authority of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

**24.** That the Purchaser/s further covenant with the Vendor/ Promoter 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, the Vendor/ Promoter shall not be held responsible in any manner whatsoever.

**25.** 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/ Premises of the building save the battery operated inverter.

**26.** That the Purchaser/s shall not be entitled to park any vehicle in others parking area, common area, open space and passage within the complex.

**27.** That the Purchaser/s shall have no objection if the other owners/occupants of Unit/ Premises in another block in the said complex uses the parking facility in the block in which the purchaser/s of these present has/have purchased the said **SECOND SCHEDULE**, provided the said facility has been allotted/sold by the Vendor/ Promoter.

**28.** That any dispute or difference which may arise between the parties or his nominee/s or representatives, with regard to the construction, meaning and effect of this Deed of Sale or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to Arbitration and the decision of the sole Arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to parties of this Deed of Sale one to be nominated by each party or his representatives and in case of difference of opinion between them by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment.

### **DELAY / FAILURE IN PAYMENT OF MAINTENANCE CHARGES:**

Purchaser/ s agree (s) and understand that the right entrance to the said Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Vendor/ Promoter or the Society appointed by the Vendor/ Promoter on its sole discretion can disconnect any or all the services and connections if maintenance and/or consumption/usage charges are not forthcoming subject to penal interests.

### **INTERNAL MAINTENANCE**

The scavenging of Common Areas will be carried out by Vendor/ Promoter or the Society but those inside the said Apartment will be carried out by Purchaser/s only.

### **BLOCKADE OR HINDRANCE TO COMMON PASSAGES, VERANDAH OR TERRACES:**

Purchaser/s shall not use the said Apartment in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said Building will be used by Purchaser/s for keeping /Chaining Pets/ Animals, Dogs, Birds, or no storages of cycles motorcycles, waste/ refuse, nor shall the common passages be blocked in any manner. If any of the dogs/ pets make dirty the Compound or Compound Areas of the complex, Purchaser/s will be solely responsible for cleaning the same and to ensure that pets are properly taken care of.

### **NUISANCE**

Purchaser/s shall not be allowed to do any activity, which may be objected by other residents, such as playing of high volume music, loudspeaker any commercial activities or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the Land on which “Prime Diamante” Stands)**

ALL THAT piece or parcel of Vacant Bastu Land measuring about 18.69 (Eighteen Point Six Nine) Decimals, appertaining to R.S. Plot No’s. 2780, 2785, 2786 & 2787 corresponding to L.R. Plot No’s. 5784 & 6605, recorded in R.S. Khatian No’s. 2131, 2135, 2133, 2132 & 2128 corresponding to L.R. Khatian No. 8711, J. L. No. 110 (90), situated at Burdwan Road, Mouza - Siliguri Madhya Paschim, Pargana - Baikunthapur, P.S. & Addl. Dist. Sub-Registry Office Siliguri, within Ward No. “VII” (Seven) of Siliguri Municipal Corporation, District Darjeeling in the State of West Bengal.

The said land is butted and bounded as follows:-

**By the North** : Land of Subhash Maitra & Gouri Shankar Agarwal;  
**By the South** : Land of Jaiswal Byahut Truss & Others;  
**By the East** : Land of Shyamalendu Nath Roy;  
**By the West** : 45 Meters Wide Burdwan Road;

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of Property hereby Sold)**

ALL THAT one **Residential Flat** (Tiles/ Marble Floor) admeasuring \_\_\_\_\_ **Sq. Ft. Rera Carpet Area** and \_\_\_\_\_ **Sq. Ft. Super Built-up Area** at \_\_\_\_\_ **Floor**, being **Flat No.** \_\_\_\_\_, **Block -** \_\_\_\_\_, of the building named “**PRIME DIAMANTE**” along with a **Roof Covered Parking** admeasuring \_\_\_\_\_ **Sq. Ft.** at \_\_\_\_\_ **Floor**, being **Parking No.** \_\_\_\_\_ of the building constructed on the land as described in **FIRST SCHEDULE** herein above together with undivided and impartible proportionate share in the land.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON AREAS AND INSTALLATIONS- COMMON TO THE CO-OWNERS OF THE BUILDING)**

1. Staircase on All Floors,
2. Staircase Landing On All Floors,
3. Common Passage and Lobby on the Ground Floor excepting other Allotted Space,
4. Water Pump, Water Tank, LIFT, Water Pipe and other Common Plumbing Installations.
5. Electrical Wiring and Fittings and Fixtures for lighting the staircase, Lobby and Landings and Electrical Installations with main Switches and Meters and Space required therefore.
6. General Common Elements of all appurtenances and facilities and other items which are not part of the said Apartment.
  - (a) Exterior conducts utility lines Septic Tank/Tanks.
  - (b) Public Connection, Meters, GAS, electricity, Telephone and Water Owned by Public Utility or other providing services and located outside the complex.
  - (c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - (d) All elevations including shafts walls machine rooms.
  - (e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.



(f) The foundation, fittings, columns, girders, beams, support exterior walls of the complex beyond the “SAID APARTMENT” side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the building.

(g) Telephone and electrical systems contained within the said building.

(h) Deep tube well for water supply.

**Specification, Amenities, Facilities (Which are part of the project)**

1. Lifts in each Block
2. Power back up for Common Area only.
3. Security Guard.
4. CCTV Camera

*Note:* Amenities are strictly for the use by Apartment Allottee and their family members only. In No Case the Friends, Relatives or any one of the Allottee shall take the benefits of the amenities as mentioned in the “**THIRD SCHEDULE**”.

**FOURTH SCHEDULE ABOVE REFERRED TO:**  
(COMMON EXPENSES)

**i.** The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area and facilities including pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipment’s in under or upon the building enjoyed or used in common by the purchasers or other occupier thereof.

**ii.** The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the said building.

**iii.** Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.

**iv.** The cost of decorating the exterior of the building. The cost of repairing and maintenance of water pump, electrical installations and lights and service charges supplies of common facilities.

**v.** Insurance premium, if any for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.

**vi.** Municipal taxes, multi storied building tax, if any and other similar taxes save those separately assessed on the respective flat.

**vii.** Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.

**viii.** Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and up-keepment or the building as may be determined by the flat and /or unit Owners association.

IN WITNESS WHEREOF THE VENDOR/ PROMOTER does hereunto set and subscribed its hands and seal on this DEED OF SALE on the Day, Month and Year first above written.

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

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**SIGNATURE OF VENDOR/ PROMOTER**

**:WITNESSESS:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Drafted by me and printed at my office,**

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**JAIDEO PRASAD SAH**  
**Enrolment No. - F/158/07/2021**  
**ADVOCATE, SILIGURI**