

DEED OF SALE

THIS INDENTURE IS MADE ON THIS THEday of
TWO THOUSAND AND TWENTY-FOUR (2024).

| | |
|--|---|
| BUILDING COMPLEX | "NAZRUL VILLA" |
| MOUZA | SILIGURI |
| SET FORTH VALUE | |
| FLOOR AREA | |
| PLOT NO. | R.S. 9908, L.R. 3396 |
| KHATIAN NO. | R.S. 7331, L.R. 11786, 11787, 11788, 11789, 11790, 11791 & 11793, |
| J.L. NO | 110(88) |
| P.O. | Siliguri |
| P.S. | Siliguri |
| DISTRICT | Darjeeling |
| WITHIN WARD NO. 15 OF SILIGURI MUNICIPAL CORPORATION | |

BETWEEN

1. **SRI ANATH CHANDRA PAUL**, (PAN-AEHPP5159E), Son of Late Abani Mohan Paul, Indian by Nationality, Hindu by religion, resident of 20, Satyajit Roy Sarani, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, PIN-734006,
2. **SRI AJIT KUMAR PAUL**, (PAN-AFHPP8541B) Son of Late Abani Mohan Paul, Indian by Nationality, Hindu by religion, resident of Najrul Sarani, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001,

Steel Builders

Pranta Sen

Proprietor

3. **SMT. NAMITA PAUL**, Wife of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Najrul Sarani, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001,
4. **SMT. MITA PAUL**, Wife of Sri Bhupendra Chandra Paul and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of East Chayanpara, Post Office Ghogomali, Police Station Bhaktinagar, District Jalpaiguri, PIN-734006,
5. **SMT. ANJANA PAL**, (PAN-DUMPP3049D) Wife of Sri Dipak Pal and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Mahananda Pally, Sukanta Smriti Songha Club, Post Office Jhaljhalia Railway Colony, Police Station English Bazar, District Malda, PIN-732102,
6. **SMT. RITA PAUL**, Wife of Sri Ratan Paul and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Najrul Sarani, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001,
7. **SMT. SUDIPTA PAL**, (PAN-DZJPP3744R) Wife of Sri Biswanath Pal and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Gour Road, Taltola, Post Office Mokdumpur, Police Station English Bazar, District Malda, PIN-732103, in the state of West Bengal - Hereinafter referred to as the "**OWNERS/VENDORS/FIRST PARTY**" (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and/or successors) of the "**FIRST PART**".

AND

MR....., PAN,
 Son of Sri/Late, by occupation-.....,
 & MRS, PAN,
 Wife of Mr., by occupation-,
 both by Nationality - Indian, both by faith, both residing at
 P.O., P.S.,
 Dist., Pin-..... Hereinafter referred to as the
"PURCHASER (S)/ SECOND PARTY" (Which terms and/or
 expression shall unless excluded by or repugnant to the subject or
 context be deemed to mean and include his/her/their heirs, executors,
 administrators, legal representatives and/or successors) of the
SECOND PART;

AND

STEEL BUILDERS, (PAN-BBVP4096R) a Proprietorship Firm, having
 its Office at Sachitra Paul Sarani, Haiderpara, Ward No. 39 of Siliguri
 Municipal Corporation, Post Office Rabindra Sarani, Police Station
 Bhaktinagar, District Jalpaiguri, Pin-734006, represented by its
 Proprietor **SRI PINTU SAHA**, Son of Sri Nishith Saha, Indian by
 Nationality, Hindu by religion, Business by occupation, resident of Najrul
 Sarani, Ashrampara, Near Swamiji Club, Ward No. 39 of Siliguri
 Municipal Corporation, Post Office Rabindra Sarani, Police Station
 Bhaktinagar, District Jalpaiguri, Pin-734006 (W.B.) - hereinafter referred
 to as the **"PROMOTER/DEVELOPER/THIRD PARTY"** (Which
 expression shall unless repugnant to the context or meaning thereof be
 deemed to mean and include its successor-in-interest, executors,
 administrators and permitted assignees) of the **THIRD PART**.

The above named First Party/Vendors are represented by and through
 their lawful Constituted Attorney **STEEL BUILDERS**, (PAN-
 BBVP4096R) a Proprietorship Firm, having its Office at Sachitra Paul
 Sarani, Haiderpara, Ward No. 39 of Siliguri Municipal Corporation, Post
 Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri,
 Pin-734006, represented by its Proprietor **SRI PINTU SAHA**, Son of Sri

Nishith Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Najrul Sarani, Ashrampara, Near Swamiji Club, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006, by virtue of Development Power of Attorney after Registered Development Agreement recorded in Book-I, Volume No.0402-2022, Pages from 93778 to 93803, being Document No. I-040203125 for the year 2022, registered at the office of the Addl. District Sub-Registrar, Siliguri on 18.10.2022.

The Vendors, Promoter and the Purchaser/Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

BACKGROUND:

- A. The Vendors are the sole, absolute and lawful Owners of the said property more fully described in the. Schedule-"A" hereto (the "SAID LAND") which was purchased by the Vendors as per the particulars of title of the Said Land more fully described in the Schedule-"B" hereto.
- B. The Vendors caused a plan, prepared by its architects for construction of a building on the said land and got a plan sanctioned from the appropriate authorities i.e Siliguri Municipal Corporation Vide a approved Building Plan No. SWS-OBPAS/0104/2023/3539 application dated 11.12.2023 duly sanctioned on 23.03.2024 (the said Plan) and took up the construction and development of G+4(Four) Storied Residential Building on the said land as per the Said Plan.
- C. Flats/ units were offered in the Complex to the intending purchasers and pursuant to such offer the Purchaser applied for allotment of a flat in the Complex and there after an Agreement for Sale was executed on..... for transfer of one flat more fully described in **PART-I** and **PART-II** of **Schedule-"D"** here under written being "FLAT AND RIGHTS and the "PARKING SPACES" respectively and/or collectively the "SAID APARTMENT".

- D. Pending the Conveyance of the said Flat by the Vendors in favour of the Purchaser(s) and as required upon the coming into force and as required upon the coming into force of the RERA AND RULES the Vendors have registered the Complex under the provisions of the said Act AND/OR the said Rules under Registration Number.....
- E. The Promoter has since completed the construction of the Complex comprising residential flats including the said Flat and has also completed the construction of the Parking Spaces as also the common areas comprised within the Complex which common areas are more fully described in THIRD SCHEDULE i.e. Schedule- "C" hereto (collectively the "COMMON AREAS").
- F. The Purchaser(s) has since paid the entire consideration of the Said Flat to the Promoter and the Promoter has put the Purchaser(s) in possession of the said Flat and the Promoter has now called upon the Purchaser(s) herein to complete the transfer/conveyance of the said Flat to which the Purchaser(s) has agreed.
- G. In pursuance of the Aforesaid and by these presents the Said Apartment is being conveyed and/or transferred by the Promoter to the Purchaser(s).
- H. The Purchaser(s) has made himself / herself fully satisfied about the right, title, and or entitlement of the Promoter in the said land, the said plan, the construction made, all background papers, the right of the Vendors to grant this conveyance and the extent of the Rights being granted in favour of the Purchaser(s). The Purchaser(s) hereby accepts the same and will not raise any objection with regard thereto.

The Purchaser(s) has understood and has accepted the under mentioned scheme of the Development of the Complex -

- a) Development of Complex – The Promoter is developing the Complex on the said land in terms of the said Plan.

- b) Extent of Rights : The rights of the Purchaser(s) limited to the Ownership of the said flat, Parking Space and the rights appurtenant and attributable to the said Flat. The Purchaser hereby accepts the same and the Purchaser(s) shall not, under any circumstances, raise any claim of Ownership contrary to the above.
- c) Only user Rights in Common Areas : The Purchaser(s) shall only have user rights in the Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the said Flat and the Purchaser(s) hereby accepts the same and the Purchaser(s) shall not, under any circumstances, raise any claim of Ownership of any component or constituent of the Common area and/or other Common area of the Complex. The Purchaser(s) further agrees and accepts that Purchaser(s) has been made aware that the Common area of the Complex shall be transferred to the Association as per the Prevailing laws.

NOW THIS DEED OF INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of a sum of Rs.....
.....) only paid to the Promoter excluding GST, the receipt of which the Promoter do hereby acknowledge and grants full discharge to the Purchaser(s) from the payment thereof and the Promoter do hereby convey and transfer absolutely the said Flat having Carpet Area of.....
sq.mt Square Meter (equivalent to **Square Feet**), corresponding to Super Built-Up area of **Square Meter** (equivalent to **Square Feet**)] at Floor, fully described in the Schedule-'D' appended here under to the Purchaser(s) who will/shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of the proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser(s) have examined and inspected the documents of title of the Vendors, 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 & 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 themselves about the standard of construction thereof including that of the said Residential Flat purchased by the Purchaser(s) and shall has no claim whatsoever upon the PROMOTER as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the **G+4(FOUR) STORIED BULIDING** 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 Promoter or anybody claiming through or under him/her/them and all the rights, title and interest which vested in the Promoter with respect to the Schedule-'D' property shall hence forth vest in the Purchaser(s) to whom the said property has been conveyed absolutely.
4. That the Purchaser(s) hereby covenant with the Promoter not to dismantle, and divide or partition the Residential Flat by pucca construction as hereby sold and conveyed in favour of the Purchaser(s) and the same shall be hold by the Purchaser(s) exclusively for his/her purposes.
5. That the Promoter declares the interest which she/he professes to transfer hereby subsists as on the date of these presents and that the Promoter have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-'D' 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 herein above and hereinafter all true and in the event of any contrary, the Promoter shall be liable to make good the loss or injury which the Purchaser(s) may suffer or sustain in resulting there from.

6. That the Promoter further covenant with the Purchaser(s) that if for any defect of title or for any act done or suffered to be done by the Promoter, the Purchaser(s) are deprived of Ownership or of possession of the said property described in the Schedule-'D' below or any part thereof in future, then the Promoter shall forthwith return to the Purchaser(s), the full or proportionate part of the consideration money as the case may be together with interest @ 12% p.a. from the date of such deprivation of Ownership or of possession and the 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 Promoter or Vendors shall have all the right, title and interest over the top roof, terrace of the building and shall be entitled to install any sort of tower for which the Purchaser(s) shall have no objection. That the Promoter shall have the absolute right, title, and interest over the same and can sell, lease or construct on the top roof of the building and use the top roof in any manner whatsoever including installation of any sort of tower, dish antenna, etc. That the Promoter shall have full right to use the outer portion/exterior of the building for the purpose of the advertisement/display & the Purchaser(s) shall have no right in the said top roof of the building.
8. That the Promoter hereby declares and covenant with the Purchaser(s) that there exists no mortgage, charge, attachment or encumbrance on the Residential Flat hereby sold and conveyed, expressed or intended so to be or any part thereof and the Promoter have not entered into any binding contract with any other person/persons for sale of the said Flat or any part thereof and there is no such contract existing on the date of these

presents and that the Residential Flat hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Promoter on the date of these presents and is free from all encumbrances and charges and the Promoter hereof covenants with the Purchaser(s) that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrances whatsoever with respect to the said Residential Flat as fully described in the Schedule-'D' the Promoter shall be liable to compensate the Purchaser(s) adequately for the loss or injury sustained or to be sustained by the Purchaser(s) in consequences hereof.

9. That the Purchaser(s) shall not do any act, deed or thing, construction of the said building is in any way hindered or impeded with nor shall prevent the Promoter from selling, transferring assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
10. That the Purchaser(s) will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L, Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill are paid by the Purchaser(s), the Promoter shall have no responsibility or any liability in this respect.
11. That the Promoter further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring rights, title and interest of the Purchaser(s) to the property hereby convey at the cost of the Purchaser(s).
12. That the Purchaser(s) shall have the right to get his/her/their name mutated with respect to the said schedule- 'D' 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 holding taxes as may be levied upon her/him/them from time to time, though the same has not yet been assessed.

13. That the Purchaser(s) shall have the right to sale, gift, and mortgage or transfer otherwise the Ownership of schedule – "D" property or let-out, lease-out the schedule –'D' property to whomsoever.
14. That the Purchaser(s) shall keep the area neat 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.
15. That the Purchaser(s) shall have proportionate right, title and interest in the land along with other occupants/Owners of the building. It is hereby declared that the interest in land is impartible.
16. That the Promoter will pay up to date Municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule- "D" property.
17. That the Promoter shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule – "D" property except for unsold portion of the building which shall be the borne by Promoter proportionately with all the Purchaser(s) unless separately levied upon and charged for.

That the upkeep and maintenances of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Promoter till accommodation for all Residential Flats in the BUILDING are sold and thereafter the OWNERS & OCCUPANTS of different Residential Flat and/or residential apartments shall from 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 and as soon as the OWNERS & OCCUPANTS form and constitute such Association, all the right and liberties as well as the duties and obligation of the Promoter in respect of the

maintenance and upkeep of the COMMON PORTIONS & AREAS and COMMON PROVISION & UTILITIES including realization of the 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.

18. That the Purchaser(s) shall be entitled to use and pay such proportionate charges for common facility if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkider, etc. as be determined by the 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.
19. That in case the Purchaser(s) make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C-Part-II given herein under) within time allowed by the Promoter of 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 Promoter or the association acting at the relevant time for any loss or damages suffered by the Promoter or the association in consequence thereof.
20. That the Purchaser(s) shall not encroach upon any portion of the land or building carved out by the Promoter for the purpose of road, landing, stairs or the other community purpose/s and in the event of encroachment, the Promoter 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 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.

21. That the Purchaser(s) further covenant with the 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 Promoter shall not be held responsible in any manner whatsoever.
22. 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, except the battery-operated inverter.
23. That the common entrance and the road of the Apartment complex may be used by the Promoter to provide entrance to any other adjacent Plot and the Purchaser(s) shall not have a right to object the same and the Purchaser(s) agrees to allow the Promoter to use the same for such purposes. That the common facilities shall be common to all the apartment Owners of the said complex **"NAZRUL VILLA"** and that if any additions by way of increase in the number of Residential Flat by way of acquisition of further Land adjacent to the below schedule Land and within the said Complex is made, than the common facilities will be common to all the occupants of the said complex **"NAZRUL VILLA"**.
24. That the Purchaser(s) shall permit entry at all reasonable times to the Promoter and/or its authorized or technical person 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 the said complex. However incase of any alteration or modification in the Residential Flat hereby sold shall only be carried out with consent from the Promoter. There will be no changes made with regard to the outer area or common area of the said building premises. In case of any unfortunate happening in the building on context to the Purchaser(s) by changes of any walls or dimensions

the whole liability will be levied on the Purchaser(s) and the Vendors shall not be liable.

25. That the Promoter has already delivered the possession of the said Residential Flat to the Purchaser(s) and the Purchaser(s) hereby acknowledges the same.
26. That the Purchaser(s) shall pay all taxes after taking delivery the possession of the said Flat and the Promoter are not liable to pay any tax which is levied upon the Purchaser(s).
27. That the Purchaser(s) hereby covenant with the Promoter that the Promoter shall have right to affix any hoarding, mobile tower or any type of disc in the said building.
28. That the Promoter do hereby covenant with the Purchaser(s) that the tenancy rights under which the Schedule-'A' property is held by the Promoter under the Superior Land Lord, the State of West Bengal is good and effectual and the interest which the Promoter proposed to transfer subsists and the Promoter has full right and authority to transfer the Residential Flat as fully described in the Schedule 'D' given below to the Purchaser(s) in the manner as aforesaid and the Purchaser(s) shall hereinafter peacefully and quietly possess and enjoy the aforesaid Residential Flat without any obstruction or hindrance whatsoever.
29. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser(s) and the Promoter or the other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to court at Siliguri.

SCHEDULE - "A"
**(Description of the Land on which the Residential Building
 "NAZRUL VILLA" Stands)**

ALL THAT PIECE OR PARCEL of homestead land measuring 5(Five) Kathas, recorded in R.S. Khatian No. 7331, corresponding to L.R. Khatian Nos. 11786, 11787, 11788, 11789, 11790, 11791 & 11793, appertaining to and forming part of R.S. Plot No. 9908, corresponding to L.R. Plot No. 3396, within Mouza **SILIGURI**, J.L. No. 110(88), Pargana Baikunthapur, Sub-Division Siliguri, situated at Nazrul Sarani Road from Bidhan Road to Swamiji More (Pakurtala More – Swamiji More) in Ward No. 15 of Siliguri Municipal Corporation, under Police Station, Sub-Division & Addl. District Sub-Registry Office Siliguri, District Darjeeling, in the state of West Bengal.

The aforesaid land is butted and bounded as follows :

| | | |
|--------------|---|-----------------------------|
| By the North | : | 35 ft. wide S.M.C. Road; |
| By the South | : | House of Suradhani Mallick; |
| By the East | : | House of Manoranjan Dey; |
| By the West | : | House of Shanti Mukherjee. |

SCHEDULE - "B"
(Devolution of Title)

WHEREAS one Abani Mohan Paul (since deceased), Son of Late Hari Mohan Paul, was the sole and absolute owner of all that piece or parcel of land measuring 8(Eight) Decimals or 5(Five) Kathas, recorded in R.S. Khatian No. 7331, appertaining to and forming part of R.S. Plot No. 9908, within Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur, Sub-Division Siliguri, under Police Station Siliguri, District Darjeeling, by virtue of a registered Deed of Sale, being Document No. 2330 for the year 1971, entered in Book No. I, Volume No. 28, pages from 188 to 191, registered at the Office of the then Sub-Registrar Siliguri on 17.04.1971, District Darjeeling, executed by (1) Sri Manoranjan Saha, (2) Sri Kashi Nath Saha and (3) Sri Kanai Lal Saha, all are sons of Late Durga Charan Saha of Killa Para, Police Station Barsapara, District Garo Hills through their true and lawful constituted attorney Sri Bimal

Chandra Dey, Son of Late Nagendra Chandra Dey of Killa Para, Police Station Barsapara, District Garo Hills and thereby he acquired, absolute right, title and interest therein.

AND WHEREAS thereafter said Abani Mohan Paul, died intestate leaving behind his four sons and two daughters namely (1) Sri Mrinal Kanti Paul, (2) Swadesh Ranjan Paul, (3) Sri Ajit Kumar Paul (**the First Party No. 2 hereof**), (4) Sri Anath Chandra Paul (**the First Party No. 1 hereof**), (5) Smt. Reba Paul Chowdhury, Wife of Late Pulin Behari Paul Chowdhury and (6) Smt. Sheba Kundu, Wife of Sri Kartick Chandra Kundu, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of law of inheritance the abovenamed legal heirs of Late Abani Mohan Paul became the collectively owners of the said land, each having undivided 1/6th share therein, having absolute right, title and interest therein.

AND WHEREAS being owner in such possession said (1) Sri Mrinal Kanti Paul, (2) Smt. Reba Paul Chowdhury, Wife of Late Pulin Behari Paul Chowdhury and (3) Smt. Sheba Kundu, Wife of Sri Kartick Chandra Kundu, jointly gifted and transferred their undivided 3/6th share in the aforesaid land, to and in favour of (1) Swadesh Ranjan Paul (now deceased), (2) Sri Ajit Kumar Paul (**the First Party No. 2 hereof**) and (3) Sri Anath Chandra Paul (**the First Party No. 1 hereof**), by virtue of a registered Deed of Gift, being Document No. 7147 for the year 1989, entered in Book No. I, Volume No. 113, pages from 155 to 157, registered at the Office of the then Sub-Registrar Siliguri, District Darjeeling and since the date such transfer said (1) Swadesh Ranjan Paul (now deceased), (2) Sri Ajit Kumar Paul (**the First Party No. 2 hereof**) and (3) Sri Anath Chandra Paul (**the First Party No. 1 hereof**), became the joint absolute owners of the said land, each having undivided 1/3rd share therein, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS subsequently said Swadesh Ranjan Paul, Son of Late

Abani Mohan Paul, also died intestate leaving behind his wife and four daughters namely (1) Smt. Namita Paul, (2) Smt. Mita Paul, (3) Smt. Anjana Pal, (4) Smt. Rita Paul, (5) Smt. Sudipta Pal (**the First Party Nos. 3 to 7 hereof**), as his only legal heirs and successors to inherit his undivided 1/3rd share in the aforesaid land, which was left by Late Swadesh Ranjan Paul.

AND WHEREAS in the aforesaid circumstances the First Party/Owners abovenamed are the joint owners of the aforesaid land measuring 5(Five) Kathas, **as fully described in the Schedule-"A" below**, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS being owner in such possession the Vendors/First Party mutated their names in respect of the aforesaid Plot of Land measuring more or less 5(Five) Kathas in the Record of Rights and thereafter seven New L.R. Khatian Nos. 11786, 11787, 11788, 11789, 11790, 11791 & 11793 with respect to L.R. Plot No. 3396 was generated from the Office of B.L. & L.R.O–Siliguri as per provisions of W.B.L.R. Act, 1955.

AND WHEREAS thereafter the Vendors/First Party desirous of Developing the aforesaid landed property by constructing a G+4(Four) Storied Residential Building as per Sanctioned Building Plan No. SWS-OBPAS/0104/2023/3539 application dated 11.12.2023 duly sanctioned on 23.03.2024 by the Siliguri Municipal Corporation.

AND WHEREAS the Vendors/First Party not having the resources and expertise in the sphere of construction, have approached the Third Party /Developer herein to develop the said Land by-constructing a G+4(Four) Storied Residential Building.

AND WHEREAS in view of the aforesaid offer, request and acceptance of the First Party/Vendors and the Third Party/ Developer, a Development Agreement was executed on 17.05.2022 between the First Party/Vendors and Third Party/ Developer and the said Development Agreement was duly registered in the office of the Additional District

Sub- Registrar, Siliguri, District Darjeeling, recorded in Book-I, Volume No. 0402-2022, Pages from 63777 to 63804, being Document No. I 040201452 for the year 2022 and thereafter the First Party/ Vendors also executed a Development Power of Attorney after Registered Development Agreement recorded in Book-I, Volume No. 0402-2022, Pages from 93778 to 93803, being Document No. I-040203125 for the year 2022, registered at the office of the Addl. District Sub-Registrar, Siliguri on 18.10.2022, for constructing a G+4(Four) Storied Residential Building known as "**NAZRUL VILLA**" upon the land of the First Party/Vendors.

SCHEDULE - "C"
PART-I
(Common Areas)

1. All staircase and landings, pathway, top roof, lift of the building.
2. Statutory vacant spaces, boundary wall, main gate and other common facilities.
3. All electrical fittings in the top roof, staircase, landing and other common electrical points in and around the building.
4. All drain, rainwater pipes(PVC), waste pipe(PVC) and external sewage.
5. All external walls and running water pipe lines, water pump-sets and its fittings and accessories.
6. One boring well, septic tank and soak pit.
7. The Purchaser(s) / Allottee(s) will have right and liberties to use and enjoy the aforesaid common areas and common facilities freely and without any sorts of hindrances whatsoever subject to the payment of proportionate expenses and charges to the Flat Owners Association of "**NAZRUL VILLA**" to be compulsorily formed by all the Flat Owners.
8. No Flat Owners can block, obstruct or store any article in any of

the above-mentioned common areas.

PART-II
(Common Expenses)

1. The Purchaser(s)/Allottee(s) shall abide by the bye laws of the association or society of the owners of the building and shall bear and pay their proportionate share or part in the common expenses required by the association of the owners.
2. The expenses of maintaining repairing, redecorating etc., of the main structures, gutter and rainwater pipes of the building, tube well, water pipes, sanitary pipe, gas pipes and electric pipes, wires and installations in under or upon the building and enjoyed or used by the Purchaser(s) / Allottee(s) in common with the Vendors/Developer and other owners/occupiers of other units and the main entrances passages landing and staircases of the buildings as enjoyed by the purchaser or used by the Purchaser(s) / Allottee(s) in common as aforesaid and the boundary walls pavements electrical installments of the building compound.
3. The cost of clearing and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by the purchaser in common as aforesaid.
4. The costs of maintaining the exterior of the building.
5. The cost of the salaries of caretakers, clerks, bill collectors, chowkidars, sweepers etc.
6. The cost of working and maintenance of pump tube-well generator equipments, lights etc.
7. The insurance and maintenance of the building and installation like generator equipments, lights etc.
8. Capital or recurring expenditure for replacement of all or any item comprised in the general common areas and facilities.

9. The Purchaser(s) / Allottee(s) shall bear the proportionate share of capital or recurring expenditure for replacement and/or repair of such common utilities such as over-head tank and other equipments whatsoever which are/or maybe installed or situated in any portion of the said building.
10. The Purchaser(s) / Allottee(s) shall bear the proportionate share of such other expenses as are deemed necessary or incidental by the Vendors for the maintenance and upkeep of the building and/or general common areas and facilities.

SCHEDULE - "D"
(SAID APARTMENT)
PART-I (FLAT AND RIGHTS)

ALL THAT One Residential Flat (Tiles Floor) measuring more or less having Carpet Area of**sq.mt Square Meter** (equivalent to **Square Feet**), corresponding to Super Built-Up Area of..... **Square Meter** (equivalent to **Square Feet**) at **Floor**, being Flat No..... of the building named "**NAZRUL VILLA**" constructed on the land as described in Schedule- "A" including the rights of common areas with the Vendors/Promoter and/or other similar purchaser(s) of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

PART-II
(CAR PARKING SPACE)

A Car Parking space at Ground Floor of the Building named "**NAZRUL VILLA**" constructed on the land as described in Schedule- "A" including the right of common areas with the Promoter and/or other similar Purchaser(s) of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

SCHEDULE - "E"
(Total Price)

Rupees _____ for the said APARTMENT and the Rights Appurtenant thereto paid by the Purchaser to the Promoter as full and final satisfaction and the Promoter hereby acknowledged to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the Presence of attesting witness as below.

WITNESSES:

(1) Signature

.....
Authorized Signatory
(PROMOTER)

Name

Father's Name

Address :

(CONFIRMING PARTY / DEVELOPER)

Drafted, read over and explained by me and printed in my office .

Advocate, Siliguri

Steel Builders
Renuka Saha
Proprietor