

DEED OF SALE

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

: 2 :

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

BUILDING COMPLEX : TILOTTAMA
PLOT NO. : 342 (R.S.) 1043 (L.R.)
KHATIAN NO. : 69 (R.S.) 429/1, 197/1, 65/1 (L.R.)
MOUZA : UTTAR BAGDOGRA
J.L. NO. : 93
P.S. : BAGDOGRA
DISTRICT : DARJEELING
CONSIDERATION : Rs.

BETWEEN

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

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AND

1. SMT. SARBANI MAJUMDER, wife of Late Pijush Kanti Majumder, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Hospital More, Uttar Bagdogra, P.O. - Bagdogra, P.S. - Naxalbari at present Bagdogra, District - Darjeeling, PIN - 734014, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - BMQPM3979M),

2. SMT. NABANITA DAS, wife of Sri Nabinananda Das and daughter of Late Pijush Kanti Majumder, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Nabin Construction, Upper Bagdogra, P.O. - Bagdogra, P.S. - Naxalbari at present Bagdogra, District - Darjeeling, PIN - 734014, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - AEWPD1473J) and

3. SRI KAUSHIK MAJUMDER, son of Late Pijush Kanti Majumder, Indian by Nationality, Hindu by faith, Business by occupation, residing at Hospital More, Uttar Bagdogra, P.O. - Bagdogra, P.S. - Naxalbari at present Bagdogra, District - Darjeeling, PIN - 734014, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - ADXPM7367G),

hereinafter called the " **VENDORS** " of the " **SECOND PART** ".

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AND

DARBESH PROJECTS PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its Office at Bijoydeep Building, 41 Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, represented by its **Director - SRI RAVINDER PAL SINGH CHOWDHURY**, son of Late Mohan Singh Chowdhury, Indian by Nationality, Sikh by faith, Business by occupation, residing at Nivedita Road, Pradhan Nagar, Siliguri, P.O. and P.S. - Pradhan Nagar, District - Darjeeling, PIN - 734003, in the State of West Bengal, hereinafter called the "**CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, successors-in-office, representatives, administrators and assignees) of the "**THIRD PART**". (I.T. PAN - AACCD6724D).

I. WHEREAS one Pijush Kanti Majumder, son of Kashiswar Majumder, by virtue of Deed of Sale, Dated 06.12.1955, being Document No.3327 for the year 1955, entered in Book - I, Volume No.28, Pages 256 to 259, registered in the Office of the Sub-Registrar, Siliguri, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.12 Acres forming part of R.S. Plot No.342, recorded in Old Khatian No.15 corresponding to R.S. Khatian No.69, situated within Mouza - Uttar Bagdogra, Pargana - Patharghata, P.S. - Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS abovenamed Pijush Kanti Majumder died intestate leaving behind his wife - **SMT. SARBANI MAJUMDER**, daughter - **SMT. NABANITA DAS** and son - **SRI KAUSHIK MAJUMDER**, as his only legal heirs to inherit the aforesaid land measuring 0.12 Acres.

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III. AND WHEREAS by way of inheritance, abovenamed **SMT. SARBANI MAJUMDER, SMT. NABANITA DAS** and **SRI KAUSHIK MAJUMDER** (the Vendors of these presents) became the sole, absolute and exclusive owners of all that aforesaid land measuring 0.12 Acres and the said land was subsequently recorded in their names in the L.R. Record-of-Rights, being L.R. Khatian Nos.429/1, 197/1 and 65/1 respectively, comprising of L.R. Plot No.1043, situated within Mouza - Uttar Bagdogra, J.L. No.93, Pargana - Patharghata, P.S. - Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

IV. AND WHEREAS the Vendors being desirous of constructing a Ground plus Five Storied Resi Com Building in all that aforesaid land measuring 0.12 Acres, more particularly described in the Schedule-A given hereinunder and to put their scheme and contemplation into action had entered into a Development Agreement with **DARBESH PROJECTS PRIVATE LIMITED** (the Confirming Party of these presents), to promote the said building on the Schedule-A land and the said Indenture was executed on 09-11-2022, being Document No.10224 for the year 2022, entered in Book - I, Volume No.0403-2022, Pages 221114 to 221145, registered in the Office of the Addl. Dist. Sub-Registrar, Bagdogra and due to some minor corrections in the aforesaid Development Agreement, being Document No.10224 for the year 2022, the said Indenture was amended vide Amendment of Development Agreement, executed on 01-03-2023, being Document No.133 for the year 2023, entered in Book - IV, Volume No.0403-2023, Pages 2041 to 2061, registered in the Office of the Addl. Dist. Sub-Registrar Siliguri-II, at Bagdogra.

V. AND WHEREAS abovenamed **DARBESH PROJECTS PRIVATE LIMITED** is constructing the said building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Order No.321 dated 31/08/2021 for a Ground plus Five Storied Resi Com Building.

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VI. AND WHEREAS the Vendors/Confirming Party have divided the said building into several independent flats / shop room / units / premises / parking spaces alongwith the common facilities.

VII. AND WHEREAS the Vendors / Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own flats / shop room / units / premises / parking spaces in the said building alongwith the undivided proportionate share and interest in the land on which the said building complex stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

VIII. AND WHEREAS the Confirming Party thereafter had, out of its allocation as per the aforesaid Indentures being i) Document No.10224 for the year 2022 and ii) Document No.133 for the year 2023, entered into an agreement with the Purchaser/s of these presents on _____ to sell all that Residential Flat, being Flat No. _____ having Carpet Area of _____ Sq.ft. (Super Built-up Area _____ Sq.ft.) at _____ Floor of the building complex and one Car Parking Space, being Parking Space No._____, measuring _____ Sq.ft. at Ground Floor of the building complex, more particularly described in the Schedule-B given hereinunder, for a valuable consideration of Rs._____.00 (Rupees _____) only.

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IX. AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendors to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Confirming Party as fair, reasonable and highest has/have agreed to purchase from the Vendors / Confirming Party the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendens, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs._____.00 (Rupees _____) only.

X. AND WHEREAS the Vendors / Confirming Party have agreed to execute this Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property at a consideration of Rs._____.00 (Rupees _____) only under the conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs._____.00 (Rupees _____) only, paid by the Purchaser/s to the Confirming Party, by Cheque/RTGS, the receipt of which is acknowledged by the Vendors / Confirming Party by execution of these presents and the Vendors / Confirming Party do hereby grants full discharge to the Purchaser/s from the payment thereof and the Vendors / Confirming Party do hereby convey and transfer absolutely the Schedule-B property to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Government of West Bengal.

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2. That the Purchaser/s has/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 and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinbelow) and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and has / have satisfied himself/ herself/ themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors / Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors / Confirming Party or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors / Confirming Party with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant/s with the Vendors / Confirming Party not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for residential purpose.

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5. That the Vendors / Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors / Confirming Party have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors / Confirming Party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

6. That the Vendors / Confirming Party hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors / Confirming Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors / Confirming Party propose to transfer subsists and the Vendors / Confirming Party have full right and authority to transfer the Schedule - B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

7. That the Purchaser/s shall permit entry at all reasonable times to the Vendors / Confirming Party and/or their agents, employees, representatives, architect, engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors / Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

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8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. The Vendors / Confirming Party shall have no responsibility or any liability in this respect.

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

10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-B property and shall pay such taxes as may be levied upon him/her/them from time to time.

11. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

12. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

13. That the Vendors / Confirming Party will pay upto date taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

14. That the Vendors / Confirming Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property from the date of registration except for unsold portion of the building which shall be borne by the Vendors / Confirming Party proportionately with all the Purchaser/s unless separately levied upon and charged for.

15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendors / Confirming Party on collection of maintenance from flat / unit / premises owners and thereafter the owners and occupants of different flats / units / premises shall form and constitute an Apartment Owners' Association by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership of flat / unit / premises and as soon as the owners and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors / Confirming Party in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realisation of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners' Association.

16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, choukidar, etc. as will be determined by the Vendors / Confirming Party from time to time till the time an executive body or any other authority of the building or Apartment Owners' Association is formed to take care of the common maintenance of the building.

That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

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17. That in case the Purchaser/s make/s default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given hereinunder) within time allowed by the Vendors / Confirming Party or the Apartment Owners' Association, the Purchaser/s shall be liable to pay interest at the rate of 2% per month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Vendors / Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendors / Confirming Party or the Association in consequence thereof.

18. That the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out or lease-out the Schedule-B property to whomsoever he/she/they intend to.

That the Purchaser shall, prior to the transfer of the Schedule-B property, obtain clearance certificate with respect to the COMMON EXPENSES from the Vendors / Confirming Party or the Apartment Owners' Association.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors / Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors / Confirming Party or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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20. That the Purchaser/s further covenant/s with the Vendors / Confirming Party not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary, the Purchaser/s shall be fully responsible for it and the Vendors / Confirming Party shall not be held responsible in any manner whatsoever.

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

22. That the Purchaser/s shall :

a) co-operate with the Vendors / Confirming Party in the management and maintenance of the common portions of the building.

b) pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendors / Confirming Party saved harmless and indemnified in respect thereof.

c) not alter any outer portion and elevation of the building.

d) not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building or the common portions.

e) not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendors / Confirming Party save at the place as be indicated thereof.

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f) not claim any right whatsoever or howsoever over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser/s.

g) not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendors / Confirming Party.

h) not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.

23. That the Purchaser/s shall not be entitled to park any vehicle in the parking area allotted to other occupants/owners, common area, open space and passage within the building.

That the Purchaser/s shall reserve the right to park his/her/their vehicle in the parking space at Ground Floor of the building complex only if the same has been transferred in favour of the Purchaser/s by the Vendors / Confirming Party.

24. That for the matters not specifically stipulated in these presents and for dispute/s or any question arising hereinafter at any time between the Purchaser/s and the Vendors / Confirming Party or the other occupiers of the building, the same 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 the Court of Law.

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SCHEDULE - A

All that piece or parcel of land measuring 0.12 Acres, situated within Mouza - Uttar Bagdogra, J.L. No.93, Pargana - Patharghata, P.S. - Bagdogra, under Gram Panchayat Area, in the District of Darjeeling.

R.S. Khatian No.	L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area
69	429/1	342	1043	0.04 Acres
	197/1		1043	0.04 Acres
	65/1		1043	0.04 Acres
Total				0.12 Acres

The said land is bound and butted as follows :

By North : Asian Highway 2 Bagdogra to Siliguri,

By South : House of Utpal Ghosh and Others,

By East : 12 feet wide Pucca Road,

By West : House of Arun Ghosh and Others.

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S C H E D U L E - B

All that Residential Flat, being Flat No._____, having Carpet Area of _____00 Sq.ft. (Super Built-up Area _____00 Sq.ft.) at _____ Floor of the building complex and one Car Parking Space, being Parking Space No._____ measuring 135.00 Sq.ft. at Ground Floor of the building known as “ TILOTTAMA ” together with undivided proportionate right in the Schedule-A land on which the said building stands, forming part of R.S. Plot No.342 corresponding to L.R. Plot No.1043, recorded in R.S. Khatian No.69 corresponding to L.R. Khatian Nos.429/1, 197/1, 65/1, situated within Mouza - Uttar Bagdogra, J.L. No.93, Pargana - Patharghata, P.S. - Bagdogra, under Gram Panchayat Area, in the District of Darjeeling.

The said Residential Flat and Parking Space is sketched in the site plan enclosed herewith which forms part of these presents.

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SCHEDULE - C

(COMMON PROVISIONS AND UTILITIES)

1. Terrace.
2. CCTV Surveillance.
3. 24 x 7 Power Back-up for common areas, lift and water pump.
4. Round the Clock Security.
5. Fire Fighting System.
6. Passenger Automatic Elevator - 1 Nos.

SCHEDULE - D

(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.

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2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayat Tax, Water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/s).
7. Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump, etc. and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organisation for the common purposes.

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IN WITNESSES WHEREOF THE VENDORS AND THE AUTHORISED SIGNATORY OF THE CONFIRMING PARTY IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1.

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

2.

VENDORS

CONFIRMING PARTY

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

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

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