

DEED OF SALE

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

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All that Residential Flat, having Carpet Area of _____.00 Sq.ft. (Super Built-up Area _____.00 Sq.ft.) at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands.

RERA REGISTRATION NO. :
BUILDING COMPLEX : TORSABASAN
L.R. PLOT NO. : 3519
L.R. KHATIAN NO. : 6552
MOUZA : PASCHIM JITPUR
J.L. NO. : 49
P.S. AND DISTRICT : ALIPURDUAR
CONSIDERATION : Rs. _____ .00

BETWEEN

_____, son of _____,
Indian by Nationality, Hindu by faith, _____ 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
" **ONE PART** ". (I.T. PAN - _____)

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HIMALAYAN BUILDERS a Partnership Firm, having its Office at Kanchanjungha Apartment, Ground Floor, Netaji Road, Alipurduar, Ward No.04 of Alipurduar Municipality, P.O., P.S. and District - Alipurduar, PIN - 736121, in the State of West Bengal, represented by its Partner -(1) **SRI SAMARESH SAHA**, son of Late Nani Gopal Saha.(2) **SRI SAJAL KUMAR NAG**, son of Late Satish Chandra Nag and (3) **TAPATI NAG** wife of Sri Sajal Kumar Nag, all are Indian by Nationality, Hindu by faith, Business by occupation, residing at New Town Bazar, Alipurduar, Ward No.02 of Alipurduar Municipality, P.O., P.S. and District - Alipurduar, PIN - 736121, in the State of West Bengal, hereinafter called the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office representatives, administrators and assignees) of the "**OTHER PART**". (I.T. PAN - AAPFH1110B)

WHEREAS Sri Badal Kumar Banerjee alias Badal Banerjee, Sri Ranjit Kumar Banerjee, Sri Mihir Kumar Banerjee alias Mihir Kumar Bandopadhyay and Sri Sujit Kumar Banerjee, all sons of Late Priyalal Banerjee, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.40 Acres forming part of L.R. Plot No.3519, recorded in L.R. Khatian Nos.661, 921, 866 and 4861, situated within Mouza - Paschim Jitpur, J.L. No.49, P.S. and District - Alipurduar, unto and in favour of Himalayan Builders and Developers, by virtue of Sale Deed, executed on 28-01-2022, being Document No.737 for the year 2022, entered in Book - I, Volume No.2003-2022, Pages 14543 to 14564, registered in the Office of the Addl. Dist. Sub-Registrar, Alipurduar.

ii. AND WHEREAS by virtue of the aforesaid Sale Deed being Document No.737 for the year 2022, abovenamed Himalayan Builders and Developers became the sole, absolute and exclusive owner of the aforesaid land measuring 0.40 Acres having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.6274, forming part of L.R. Plot No.3519, situated within Mouza - Paschim Jitpur, J.L. No.49, P.S. and District - Alipurduar.

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III. AND WHEREAS the character of the aforesaid land was converted from *Dahala* to *Commercial Bastu*, vide conversion Case No.CN/2022/2004/259, Dated 05-07-2022 from the Office of the Sub-Divisional Land & Land Reforms Officer, Alipurduar.

IV. AND WHEREAS abovenamed Himalayan Builders and Developers, had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.40 Acres, unto and in favour of **HIMALAYAN BUILDERS**, by virtue of Sale Deed, executed on 05-09-2022, being Document No.5975 for the year 2022, entered in Book - I, Volume No.2003-2022, Pages 92803 to 92816, registered in the Office of the Addl. Dist. Sub-Registrar, Alipurduar.

V. AND WHEREAS by virtue of the aforesaid Sale Deed being Document No.5975 for the year 2022, abovenamed **HIMALAYAN BUILDERS** became the sole, absolute and exclusive owner of the aforesaid land measuring 0.40 Acres having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.6552, forming part of L.R. Plot No.3519, situated within Mouza - Paschim Jitpur, J.L. No.49, P.S. and District - Alipurduar.

VI. AND WHEREAS **HIMALAYAN BUILDERS** (the Vendor of these presents) is constructing a building on the aforesaid land measuring 0.40 Acres, more particularly described in the Schedule-A given hereinbelow, the permit of which has been granted vide Permission No.20/Plan/Engg/APDZP dated 19-12-2022 issued by the Additional Executive Officer, Alipurduar Zila Parishad.

VII. AND WHEREAS the Vendor has divided the said building into several independent flats/ shop rooms / units / premises / parking spaces alongwith common facilities.

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VIII. AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have his/ her/ its/ their own flat / 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 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.

IX. AND WHEREAS the Vendor thereafter had entered into an agreement with the Purchaser/s of these presents on _____ to sell all that _____ having Carpet Area of _____.00 Sq.ft. (Super Built-up Area _____.00 Sq.ft.) at _____ Floor of the building complex together with an impartible right/share in the land on which the same stands, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs._____.00 (Rupees _____) only.

X. AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendor as fair, reasonable and highest has/have agreed to purchase from the Vendor the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispens, 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.

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XI. AND WHEREAS the Vendor has agreed to execute this Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property 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 Vendor, by Cheque/RTGS, the receipt of which is acknowledged by the Vendor by execution of these presents and the Vendor do hereby grants full discharge to the Purchaser/s from the payment thereof and the Vendor do hereby conveys and transfers absolutely the Schedule-B property to the Purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Government of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinbelow) and 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 Vendor as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

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

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

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

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

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

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

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the concerned department for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. The Vendor shall have no responsibility or any liability in this respect.

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

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

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

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

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

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

15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor 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 Vendor in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realisation of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners' Association.

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

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

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

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

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

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

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

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

22. That the Purchaser/s shall :

a) co-operate with the Vendor in the management and maintenance of the common portions of the building.

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

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

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

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

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

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 Vendor.

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

23. That the Purchaser/s shall not be entitled to park any vehicle in the parking area 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 only if the same has been allotted in favour of the Purchaser/s by the Vendor.

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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 Vendor 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.

SCHEDULE - A

All that piece or parcel of land measuring 0.40 Acres, forming part of L.R. Plot No.3519, recorded in L.R. Khatian No.6552, situated within Mouza - Paschim Jitpur, J.L. No.49, under Gram Panchayat area, P.S. and District - Alipurduar.

The said land is bound and butted as follows :

- By North - 8 Feet wide Panchayat Road (Kutcha),
By South - Land of Sri Sudhangshu Kumar Bose and Others,
By East - ____ Feet wide Panchayat Road (Pucca),
By West - 8 Feet wide Panchayat Road (Kutcha).

SCHEDULE - B

All that _____, being _____ No.____, having Carpet Area of _____ .00 Sq.ft. (Super Built-up Area _____ .00 Sq.ft.) at _____ Floor of the building known as " TORSABASAN " together with undivided proportionate right in the Schedule-A land on which the said building stands, forming part of L.R. Plot No.3519, recorded in L.R. Khatian No.6552, situated within Mouza - Paschim Jitpur, J.L. No.49, under Gram Panchayat area, P.S. and District - Alipurduar.

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SCHEDULE - C

(COMMON PROVISIONS AND UTILITIES)

1. Stair case, lift and stair case landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. Drainage and sewerage.
5. Security Guard Room.
6. Boundary wall and main gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE - D

(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.

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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 PARTNER AND AUTHORISED SIGNATORY OF THE VENDOR IN GOOD HEALTH AND CONSCIOUS MIND HAS PUT HIS SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1.

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

VENDOR

2.

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.

Sajal K Nayak

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