

12/20/24

PRELIMINARY CONSTRUCTION

M/S. LABANI CONSTRUCTION

*Aramp Labani*  
PARTNER

**DEED OF SALE**

THIS INDENTURE IS MADE ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2024.

:2:

All that \_\_\_\_\_ (Flat/Unit) having Carpe Area of \_\_\_\_\_ Sq. ft. & Super Built-up Area \_\_\_\_\_ Sq. ft. at \_\_\_\_\_ Floor, of the building together with the right to park one car in the Parking Space (Covered/open) (if any) measuring \_\_\_\_\_ Sq. ft. at \_\_\_\_\_ Floor of the building complex together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX : "LABANI"  
RERA REGISTRATION NO.:  
PLOT NO. : 12689/1(R.S.)  
: 2976 (L.R.)  
KHATIAN NO. : 631(R.S.)  
: 6366 & 6367 (L.R.)  
MOUZA : Siliguri Dakshin-2  
J.L. NO. : 110(RS) 93 (LR)  
R. S. SHEET NO. : 8  
L.R. SHEET NO. : ...  
P.S. : SILIGURI  
DISTRICT : DARJEELING  
S. M. C. : WARD NO. 24  
CONSIDERATION : Rs. \_\_\_\_\_ .00

MS. LABANI CONSTRUCTION  
Partner  
PARTNER

**BETWEEN****[If the Purchaser is a Company]**

M/S \_\_\_\_\_, [PAN : \_\_\_\_\_], a Private Limited Company, registered under the Indian Companies Act, (1956 or 2013 as the case may be), bearing Certificate of Incorporation No. \_\_\_\_\_, Dated \_\_\_\_\_, having its registered office at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, Dist. \_\_\_\_\_, in the State of \_\_\_\_\_, represented by its **DIRECTOR/AUTHORISED SIGNATORY** - \_\_\_\_\_ [PAN : \_\_\_\_\_] & [AADHAAR - \_\_\_\_\_] duly authorized vide board resolution dated \_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_ by religion, \_\_\_\_\_ by occupation/profession, \_\_\_\_\_ by citizenship, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, District \_\_\_\_\_, in the State of \_\_\_\_\_,

**[If the Purchaser is a Partnership]**

\_\_\_\_\_, [PAN \_\_\_\_\_], a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, Dist. \_\_\_\_\_, in the State of \_\_\_\_\_ and represented by one of its **AUTHORISED PARTNER** - \_\_\_\_\_, [PAN : \_\_\_\_\_] & [AADHAAR : \_\_\_\_\_] authorised vide \_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_ by religion, \_\_\_\_\_ by occupation/profession, \_\_\_\_\_ by citizenship, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, District \_\_\_\_\_, in the State of \_\_\_\_\_,

**[If the Purchaser is Individual]**

**SRI/SMT** \_\_\_\_\_ [PAN : \_\_\_\_\_] & [AADHAAR : \_\_\_\_\_], son of / wife of \_\_\_\_\_, \_\_\_\_\_ by religion, \_\_\_\_\_ by occupation/profession, \_\_\_\_\_ by citizenship, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, District \_\_\_\_\_, in the State of \_\_\_\_\_,

**[If the Purchaser is a HUF]**

\_\_\_\_\_, [PAN : \_\_\_\_\_] a Hindu Undivided Family (HUF), having its place of business at \_\_\_\_\_, P. O. \_\_\_\_\_, P. S. \_\_\_\_\_, Pin - \_\_\_\_\_, Dist. \_\_\_\_\_, in the State of \_\_\_\_\_, India and represented by its **KARTA - MR** \_\_\_\_\_, [PAN : \_\_\_\_\_] & [AADHAAR : \_\_\_\_\_], son of \_\_\_\_\_, \_\_\_\_\_ by religion, \_\_\_\_\_ by occupation/profession, \_\_\_\_\_ by citizenship, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, Dist. \_\_\_\_\_, in the State of \_\_\_\_\_, India

- hereinafter called as the "**PURCHASER / ALLOTTEE**" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees) of the "**FIRST PART**".

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**AND**

**SMT SUPARNA SINHA** wife of Sri Gautam Sinha, (having allotted Income Tax PAN AJBPS9436L and Aadhar No. 817763664658 and

**SRI YUDHAJEET SINHA** son of Sri Gautam Sinha, (having allotted Income Tax PAN - FABPS3498N and Aadhar No.698107014829 both are Hindu by religion, Indian by Nationality, Advocate by profession, in the State of West Bengal hereinafter called the "**VENDORS/OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assignees) of the "**SECOND PART**".

**AND**

"**M/s. LABANI CONSTRUCTION**", a partnership firm (allotted Income Tax Permanent Account No. AAKFL2591B) having its office situated at 26, B.M Sarani, Mahananda Para, P.O. and P.S. Siliguri, within the District of Darjeeling in the state of West Bengal represented by one of its partner **SRI ARUP RATAN GHOSH** son of late Anil Chandra Ghosh, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of 26, B.M Sarani, Mahananda Para, P.O. and P.S. Siliguri, District - Darjeeling, West Bengal authorized vide \_\_\_\_\_, hereinafter referred to as the authorized vide \_\_\_\_\_, hereinafter referred to as the "**DEVELOPER / PROMOTER / CONFIRMING PARTY**" hereinafter called (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 "**THIRD PART**".

**WHEREAS** the Second Party/Landlord became the absolute joint owner in possession of 0.08 acre of land by virtue of a registered Deed of Gift being the Title Deed No. 1460 for the year 2007 registered in the office of Additional District Sub-Registrar (ADSR) Siliguri transcribed in Book No. 1, Volume No. 41 at pages 197 to 202. for the year 2007. Since the date of said Gift the First Party/Landlord is in actual, khas, physical possession of the said land having permanent, heritable and transferable right, title and interest therein. After the said Gift they duly applied for recording their respective names in the Record of Rights before the B.L & L.R.O Siliguri Municipal Area. Being satisfied about their physical possession and title the land reforms authority issued ROR in their name vide Khatian Nos. 6366 and 6367, Mouza - Siliguri, (Now) Siliguri Dakshin -2.

**AND**

**WHEREAS** thereafter the aforesaid Second Party/Landlord has recorded their land measuring 0.08 acre in Khatian No. RS. 631, L.R 6366 & 6367 in part of Plot No. RS -12689/1, L.R - 2976 situated within Mouza - Siliguri, J.L. No.93, Pargana- Baikunthapur, P.S. Siliguri, in the District of Darjeeling.

M/S. LABANI CONSTRUCTION  
Arup Ratan Ghosh  
PARTNER

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:5:

**AND**

**WHEREAS** aforesaid Second Party/Landlord had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land, being Holding No. 477/1159/502/1 under jurisdiction of Ward No. 24 of Siliguri Municipal Corporation.

**AND**

**WHEREAS** the above name Second Party/Landlord to get maximum gain and profits out of the said property decided to exploit the landed property commercially by constructing Residential building, became interested for a Entity/Developer to develop its below scheduled landed property.

**AND**

**WHEREAS** the First Party became agreeable with the proposal of the Second Party hereof agreed to permit the Second Party to develop the aforesaid landed property as more fully described herein below for the consideration and on the terms and conditions hereinafter appearing –.

**AND**

**WHEREAS** there after the Vendors desirous of constructing a Ground+ 3 storied Residential Building on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a Residential Building. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e., Siliguri Municipal Corporation vide approved building Plan No. SWS-OBPAS/0140/2022/2187 dated 15.04.2023.

The owners due to scarcity of fund & lack of knowledge of constructions works the Vendors/Land Owners approached to " M/s. LABANI CONSTRUCTION", (Developer)to enter into an agreement i.e. Development Agreement for the developing their land by constructing of Residential Building on the said land and said Development Agreement executed on 15.06.2023 by both the parties vide a Registered Deed of Development Agreement, being Document No. 1560 for the year 2023, registered at A.D.S.R., Siliguri and as well as the Vendors/Land Owners also executed a General Power of Attorney vide General Power of Attorney No. I 1773 of 2023 in favour of Developer for the construction of the said building & sale the unit of the Developer Allocation along with the unit of Vendors in the said building as mentioned in Development.

**AND**

**WHEREAS** to distinguish the proposed Residential Building and with a view to assign an identity to the building, the Vendors/Confirming Party decided to name the building as "LABANI".

MS. LABANI CONSTRUCTION  
Arup Ratan Chakraborty  
PARTNER

:6:

**AND**

**WHEREAS** the Vendors/Confirming Party have decided the said building into several independent apartment/s along with common area and facilities.

**AND**

**WHEREAS** the Vendors / Confirming Party have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own Flat/ units / parking spaces in the said building along with 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.

**AND**

**WHEREAS** the Vendors / Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Flat having Carpet Area of \_\_\_\_ Sq. ft. & Super Built-up Area \_\_\_\_ Sq. ft. at \_\_\_\_\_ Floor together with the right to park one car in the Parking Space (if any) measuring \_\_\_\_ Sq. ft. at Ground Floor of the building complex, more particularly described in the Schedule - B given herein under, for a valuable consideration of Rs. \_\_\_\_\_ .00 ( Rupees \_\_\_\_\_ ) only including GST.

**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 / Confirming Party 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 Vendors / 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 Including GST.

**AND**

**WHEREAS** the Vendors and the 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 including GST under the conditions mentioned hereinunder.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. That in consideration excluding GST, paid by of a sum of Rs. 00 (Rupees the Purchaser's to the Vendors/Confirming Party, by Cheque/RTGS/NEFTS the receipt of which is acknowledged by the Vendors/Confirming Party by execution of these presents and the Vendors/Confirming Party do hereby grant 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.

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 hereinunder) 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 Flat/Shop and parking purposes.

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 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 Vendors/Confirming Party 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 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 proposes 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, laborers, 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.

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 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 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 as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall no 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 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 Office/Shop unit / premises owners and thereafter the owners and occupants of different Office/Shop / 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 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 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 Vendor / 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.

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 hereinafter ) 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 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 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 shall 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 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.

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 unit 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, 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.

M/S. LABANI CONSTRUCTION  
PARTNER  
Anoop Kumar Chhabra

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 said units 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 Vendors / Confirming Party shall have all the right, title and interest over the top roof of the building and shall also be entitled to install any sort of tower, etc. on the same.

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

25. 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 Vendors / Confirming Party 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)**

All that piece or parcel of Homestead land measuring 0.08 acre or 8 decimals in R. S. Plot No. 12689/1 corresponding to L. R. Plot No. 2976, recorded in R. S. Khatian No. 631 corresponding to L. R. Khatian No.6366 and 6367, under R. S. Sheet No. 8 corresponding to L.R. Sheet No. ...., J.L. No.-110 corresponding to L.R. J.L. No-93, situated at R.S. Mouza- **SILIGURI** corresponding to L.R. Mouza- **SILIGURI DAKSHIN-2**, Pargana-Baikunthapur, P.S. Siliguri, Dist.-Darjeeling, within Siliguri Municipal Corporation in Ward No. 24, Addl. Dist. Sub-Registry Office Siliguri, Dist. Darjeeling.

MS. LADAMI  
Arunp Ratan Chakraborty  
PARTNER

**The said land is butted and bounded as follows:-**

- NORTH: Land of Sri. Sudhir Chakraborty.  
SOUTH: Land of Sri. Sankar Choudhury & brothers.  
EAST: 19' feet wide Municipal Road.  
WEST: Land of Sri. Dipak Adhikary.

MS. LABANI CONSTRUCTION  
Anoop Kumar Gaba  
PARTNER

**SCHEDULE-B**  
**(DESCRIPTION OF UNIT HEREBY SOLD)**

ALL THAT one Flat/Unit, having tiles flooring and lift facilities, bearing Carpet Area more or less about \_\_\_\_\_ Sq. Ft. and Total Super Built up Area \_\_\_\_\_ Sq. Ft. or equal to \_\_\_\_\_ square meter, being Flat No. "\_\_\_\_\_" at \_\_\_\_\_ Floor of the building together with the right to park one car in the Parking Space (if any) measuring \_\_\_\_\_ Sq. Ft. at \_\_\_\_\_ Floor of the building complex named "....." constructed on the land as described in Schedule- "A" herein above together with undivided and impartible proportionate share in the land.

**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. Generator Set, Security Guard Room and Common Toilet.
5. Drainage and sewerage.
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.

M/S. LABANI CONFIRMING PARTY  
Atomp Rata Capok  
PARTNER

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, supervisors, 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. Municipal 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 organization including the Office/Shop expenses incurred for maintaining the Office/Shop 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 Vendors/ Confirming Party and/or the service organization for the common purposes.

IN WITNESSES WHEREOF THE VENDORS AND THE AUTHORISED REPRESENTATIVE / PARTNER OF 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:

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

\_\_\_\_\_  
VENDORS/OWNERS

\_\_\_\_\_  
CONFIRMING PARTY/ DEVELOPER

2.

Drafted as per the instruction of the parties and printed in the Office.

\_\_\_\_\_  
( Advocate, Siliguri. )

RENTAL

