DEED	OF	SAL	E.
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THIS INDENTURE IS MADE ON THIS THE	DAY OF
, 2023.	

( Super Built-up Area	naving Carpet Area of00 Sq.ft00 Sq.ft. ) at Floor of the building partible right/share in the land on which the
BUILDING COMPLEX	: DEEPAK PLAZA
PLOT NO.	: 83, 84 and 85 ( R.S. ) : 547/1062 ( L.R. )
KHATIAN NOS.	: 282/3 and 282/5 ( R.S. ) : 703, 702, 704 and 705 ( L.R. )
MOUZA	: DABGRAM
SHEET NO.	: 5 (R.S.) : 5 (L.R.)
J.L. NO.	: 2
P.S.	: BHAKTINAGAR
WARD NO.	: 42
DISTRICT	: JALPAIGURI
CONSIDERATION	: Rs00

### **BETWEEN**

, son of	<b>,</b>
Indian by Nationality, Hindu by faith,	by occupation,
Residing at	
P.O, P.S, District	
PIN, in the State of, herein	
" PURCHASER " ( which expression shall unless e	excluded by or
repugnant to the context be deemed to include his h successors, representatives, administrators and assig "ONE PART". (I.T. PAN)	·

## 

**1. M/S BIHANI PLASTIC,** having its office at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District- Darjeeling, PIN-734001, in the State of West Bengal, represented by its **Proprietor - SMT. PREMLATA BIHANI,** wife of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include its Proprietor, heirs, executors, successors-in-office, representatives, administrators and assignees) (I.T. PAN – AHRPB2360A),

- **2. M/S BIHANI UDYOG,** having its office at Bidhan Road, Siliguri, P.O. and P.S. Siliguri, District- Darjeeling, PIN-734001, in the State of West Bengal, represented by its **Proprietor- SMT. PREMLATA BIHANI**, wife of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District- Darjeeling, PIN-734001, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include its Proprietor, heirs, executors, successors-in-office, representatives, administrators and assignees ) (I.T. PAN AHRPB2360A),
- **3. M/S BIHANI MULTILAYER,** having its office at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District Darjeeling, PIN -734001, in the State of West Bengal, represented by its **Proprietor- SRI RATAN KUMAR BIHANI**, son of Late Rawatmal Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District- Darjeeling, PIN-734001, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include its Proprietor, heirs, executors, successors-in-office, representatives, administrators and assignees ) (I.T. PAN AHTPB4762G) and
- **4. M/S BIHANI TUBES**, having its office at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District- Darjeeling, PIN-734001, in the State of West Bengal, represented by its **Proprietor- SRI RAJEEV BIHANI**, son of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Bidhan Road, Siliguri, P.O. and P.S.- Siliguri, District Darjeeling, PIN-734001, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include its Proprietor, heirs, executors, successors-in-office, representatives, administrators and assignees ) (I.T. PAN ADEPB2501Q)

hereinafter called the " VENDORS " of the " OTHER PART ".

- I) A) WHEREAS M/S BIHANI PLASTIC (Vendor No.1 of these presents), by virtue of Sale Deed, executed on 30-08-2002, being Document No.1129 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.51 Acres forming part of R.S. Plot Nos.83, 84 and 85 recorded in R.S. Khatian Nos.282/3 and 282/5, situated within Mouza - Dabgram, J.L. No.2. R.S. Sheet No.5. Pargana Baikunthapur, District - Jalpaiguri, 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.703, comprising of L.R. Plot No.547/1062, Mouza - Dabgram, J.L. No.2, L.R. Sheet No.5, Pargana - Baikunthapur, District - Jalpaiguri.
- B) AND WHEREAS M/S BIHANI UDYOG (Vendor No.2 of these presents), by virtue of Sale Deed, executed on 30-08-2002, being Document No.1130 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83, 84 and 85 recorded in R.S. Khatian Nos.282/3 and 282/5, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5, Pargana - Baikunthapur, District - Jalpaiguri, transferable having permanent, heritable and right, interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.702, comprising of L.R. Plot No.547/1062, Mouza-Dabgram, J.L. No.2, L.R. Sheet No.5, Pargana - Baikunthapur, District - Jalpaiguri.

- C) AND WHEREAS M/S BIHANI MULTILAYER (Vendor No.3 of these presents), by virtue of Sale Deed, executed on 30-08-2002, being Document No.1131 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83, 84 and 85 recorded in R.S. Khatian Nos.282/3 and 282/5, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5, Pargana - Baikunthapur, District - Jalpaiguri, permanent. heritable and transferable right. interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.704, comprising of L.R. Plot No.547/1062, Mouza-Dabgram, J.L. No.2, L.R. Sheet No.5, Pargana - Baikunthapur, District - Jalpaiguri.
- D) AND WHEREAS M/S BIHANI TUBES (Vendor No.4 of these presents), by virtue of Sale Deed, executed on 30-08-2002, being Document No.1132 for the year 2002, registered in the Office of the Addl. Registrar of Assurances-III at Calcutta, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.31 Acres forming part of R.S. Plot Nos.83, 84 and 85 recorded in R.S. Khatian Nos.282/3 and 282/5, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5, Pargana - Baikunthapur, District - Jalpaiguri, permanent. heritable and transferable having right, interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.705, comprising of L.R. Plot No.547/1062, Mouza-Dabgram, J.L. No.2, L.R. Sheet No.5, Pargana - Baikunthapur, District - Jalpaiguri.
- II. AND WHEREAS the Vendors of these presents had thereafter amalgamated their aforesaid respective land for constructing a commercial building on the said amalgamated land in total measuring 1.44 Acres, more particularly described in the Schedule-A given hereinbelow, by virtue of Agreement of Amalgamation executed on 04.10.2021.

III. AND WHEREAS the character of the Schedule-A land was converted from Karkhana to Commercial Bastu vide Case Nos.CN/2021/0701/1491, CN/2021/0701/1492, CN/2021/0701/1495 and CN/2021/0701/1494, all Dated 24.11.2021, from the Office of the District Land & Land Reforms Officer, Jalpaiguri.

IV. AND WHEREAS the Vendors are constructing the said building on the Schedule-A land, the permit of which has been granted vide Building Permit No.SWS-OBPAS/0104/2022/0670, issued by the Commissioner, Siliguri Municipal Corporation and the said building.

V. AND WHEREAS the said building comprises of several independent shop rooms/ premises/ units/ parking spaces along with the common facilities.

VI. AND WHEREAS the Vendors have formulated a scheme to enable a person/party intending to have his/ her/ its/ their own 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.

VII. AND WHEREAS the	Vendors thereafter had en	itered into an
agreement with the Purchas	er/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 w	vith an impartible right/share	in the land on
which the same stands, mo	re particularly described in the	he Schedule-B
given hereinbelow, for a va	aluable consideration of Rs	.00
( Rupees	) only.	

VIII. 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 Vendors as fair, reasonable has/have agreed to purchase from the Vendors 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
IX. AND WHEREAS the Vendors 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 Rs00 (Rupees
) only under the conditions mentioned hereinunder.
NOW THIS INDENTURE WITNESSETH AS FOLLOWS:
1.That in consideration of a sum of Rs00 ( Rupees) only, paid by the Purchaser/s to the Vendors,
by Cheque/RTGS, the receipt of which is acknowledged by the Vendors
by execution of these presents and the Vendors do hereby grant full
discharge to the Purchaser/s from the payment thereof and the Vendors
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

etc.

to

the

Government

rent,

proportionate

payment of

West Bengal.

- 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 and the COMMON the common portions and areas 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 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 or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors 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 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.

- 5. That the Vendors declares that the interest which they profess to transfer hereby subsists as on the date of these presents and that the Vendors 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 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 hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors propose to transfer subsists and the Vendors 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 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 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 shall have no responsibility or any liability in this respect.
- 9. That the Vendors 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 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.
- 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 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 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 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 on collection of maintenance from unit / premises owners and thereafter the owners and occupants of different 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 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 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 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 Vendors 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 or the Association acting at the relevant time for any loss or damage suffered by the Vendors 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 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 for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors 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 Vendors 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 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 units of the building save the battery operated inverter.

#### 22. That the Purchaser/s shall:

- a) co-operate with the Vendors 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 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 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 Vendors.
- 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 Vendors.

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 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 1.44 Acres forming part of R.S. Plot Nos.83, 84 and 85 corresponding to L.R. Plot No.547/1062 recorded in R.S. Khatian Nos.282/3 and 282/5 corresponding to L.R. Khatian Nos.703, 702, 704 and 705, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Pargana - Baikunthapur, P.S.- Bhaktinagar, located in the Road Zone - Orbit Mall to Salugara Bazar, having Holding Nos.177/2243, 178/2243/1, 2243/2/686 and 2243/3/686 within Ward No. 42 of Siliguri Municipal Corporation, in the District of Jalpaiguri.

The said land is bound and butted as follows:-

By North: Land of Sri Lalit Lunia and Others,

By South : Land of Gajanand Agarwal and Unitech Marcantile Pvt. Ltd.,

By East : 103 feet wide Sevoke Road,

By West : 32 feet wide Satyajit Roy Road.

## SCHEDULE-B

All that		_, being	N	0,	having	Carpet	Area	of
00	Sq.ft.	(Super	Built-up	Area		00 S	Sq.ft.)	at
Flo	or of th	ne buildir	ng known	as " DE	EPAK P	LAZA "	togethe	er
with undivided	propor	tionate r	ight in the	Sched	lule-A laı	nd on v	which th	ne
said building	stands,	forming	part of	R.S. P	lot Nos.	83, 84	and 8	35
corresponding	to L.F	R. Plot	No.547/10	062 red	corded i	n R.S.	Khatia	ın
Nos.282/3 and	282/5	correspo	onding to	L.R. Kh	atian No	s.703,	702, 70	)4
and 705, situa	ted with	nin Mouz	a - Dabgı	am, J.L	No.2, I	R.S. Sh	eet No	.5
corresponding	to L	R. Sh	eet No.	5, Par	gana -	Baikı	unthapu	ır,
P.S Bhaktina	gar, loc	ated on	Sevoke F	Road, in	the Roa	ad Zor	ne - Orb	oit
Mall to Salug	ara Ba	zar, hav	ing Hold	ing Nos	s.177/22	43, 17	8/2243/	1,
2243/2/686 an	d 2243	3/3/686 v	within Wa	rd No.	42 of S	Siliguri I	Municip	al
Corporation, in	the Dis	strict of Ja	alpaiguri.					

# SCHEDULE-C

(COMMON PROVISIONS AND UTILITIES)

- 1. First two Stair case and First four lift alongwith landing on Lower Ground Upper Ground, First, Second, Third and Fourth Floor.
- 2. Common entry from the sides of Lower Ground and Upper Ground Floor.
- 3. Water pump, common toilet area.

- 4. Drainage and sewerage.
- 5. Security Guard Room.
- 6. 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.

Note: The Purchaser/s shall not be entitled to use top roof / open terrace of the building in any manner whatsoever.

## 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.
- 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. 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 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 Vendors and/or the service organisation for the common purposes.

#### : 19:

IN WITNESSES WHEREOF THE VENDORS 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.

2.

### **VENDORS**

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.