

DEED OF SALE

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

: 2 :

All that Residential Flat, being No. _____, measuring _____ Sq.ft. (Covered Area / Built-up Area) i.e. _____ Sq.ft. (Super Built-up Area) at _____Floor in Block -____building complex and the right to park _____ car in the _____Parking Space, being Parking No.____ measuring _____00 Sq.ft. at _____in Block-____ of the building complex together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX : WHITE NEST

PLOT NO. : 422, 429 and 430 (R.S.)
: 17 (L.R.)

KHATIAN NO. : 321/1 (R.S.)
: 101, 100, 102, 98 and 99 (L.R.)

MOUZA : Dabgram

J.L. NO. : 02

SHEET NO. : 8 (R.S.)
: 38 (L.R.)

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

CONSIDERATION : Rs._____.00

: 3 :

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 her heirs, executors, successors, representatives,
administrators and assignees) of the " **FIRST PART** ".
(I.T. PAN - _____)

AND

1. SMT. SUSHMA DEVI, wife of Late Dinesh Prasad Shah,
Indian by Nationality, Hindu by faith, House-wife by occupation,
residing at Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri,
P.O. - Sevoke Road, P.S. - Bhaktinagar, District - Jalpaiguri,
PIN - 734001, in the State of West Bengal, (I.T. PAN - ADFPD1047A)

2. SRI VIKAASH SHAH, son of Late Dinesh Prasad Shah,
Indian by Nationality, Hindu by faith, Business by occupation,
residing at Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri,
P.O. - Sevoke Road, P.S. - Bhaktinagar, District - Jalpaiguri,
PIN - 734001, in the State of West Bengal, (I.T. PAN - APEPS7350G)

3. MISS MANISSHA SHAH, daughter of Late Dinesh Prasad Shah,
Indian by Nationality, Hindu by faith, House-wife by occupation,
residing at Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri,
P.O. - Sevoke Road, P.S. - Bhaktinagar, District - Jalpaiguri,
PIN - 734001, in the State of West Bengal, (I.T. PAN - KKDPS7983B)

: 4 :

4. SMT. TINA SHAH alias **TINA CHATURVEDI**, wife of Sri Avinash Chaturvedi and daughter of Late Dinesh Prasad Shah, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at F 1901, Raheja Vistas, Chandivali Farm Road, Raheja Vihar, Chandivali, Mumbai, P.O. - Sakinaka, P.S. - Powai, District - Mumbai, PIN - 400072, in the State of Maharashtra (I.T. PAN - ALYPS1248R) and

5. SMT. SONI SHAH, wife of Sri Rajiv Sachdeva and daughter of Late Dinesh Prasad Shah, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Flat No.801, A-Wing, Adityavardhan Apartment, 186 B Saki Vihar Road, Opposite Boomerang, Andheri East, Mumbai, P.O. and P.S. - Andheri, District - Mumbai, PIN - 400072, in the State of Maharashtra, (I.T. PAN - ALXPS8119A)

hereinafter referred to as the "**VENDORS**" (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**".

A N D

ECOSTRUCTURE BUILDERS, a Partnership Firm, having its Office at Third Floor, City Mall, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, represented by one of its Partner - **SRI PRATEEK AGARWAL**, son of Sri Kamal Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Geetanjali Apartment, 3rd Floor, Syed Mustafa Ali Road, Hakimpara, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN- 734001, in the State of West Bengal, hereinafter referred to as the "**CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to its partners, executors, successors-in-office, representatives, administrators and assignees) of the "**THIRD PART**". (I.T. PAN - AAIFE2212Q)

: 5 :

AND

1. **SMT. SUSHMA DEVI**, wife of Late Dinesh Prasad Shah,
2. **SRI VIKASH SHAH**, son of Late Dinesh Prasad Shah,
3. **MISS MANISSHA SHAH**, daughter of Late Dinesh Prasad Shah,
4. **SMT. TINA SHAH** alias **TINA CHATURVEDI**, wife of Sri Avinash Chaturvedi and 5. **SMT. SONI SHAH**, wife of Sri Rajiv Sachdeva and daughter of Late Dinesh Prasad Shah (The Vendors of these present) are being represented by and through their Constituted Attorney - **SRI PRATEEK AGARWAL**, son of Sri Kamal Kumar Agarwal, by virtue of Development Power of Attorney executed on 24-05-2022, being Document No.5200 for the year 2022, registered in the Office of the Addl. Dist. Sub-Registrar, Bhaktinagar.

I. A) AND WHEREAS Smt. Damayanti Devi, wife of Late Ghura Prasad, Sri Dinesh Prasad, son of Late Ghura Prasad, Sri Ramesh Prasad, son of Late Ghura Prasad and Smt. Lily Devi, wife of Late Mahesh Prasad, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 9.9135 Acres [each having undivided 1/4th (one-fourth) share in it], by virtue of Deed of Partition, executed on 25-04-1991, being Document No.3885 for the year 1991, entered in Book No. I, Volume No. 74, Pages 258 to 270, registered in the Office of the Sub-Registrar, Siliguri.

B) AND WHEREAS abovenamed Smt. Damayanti Devi executed and registered a will with respect to her undivided 1/4th (one-fourth) share in the aforesaid land measuring 9.9135 Acres, unto and in favour of her sons - Sri Dinesh Prasad and Sri Ramesh Prasad and the said will was registered in the Office of the Sub-Registrar, Siliguri on 25-04-1991, being Document No. 28 for the year 1991.

: 6 :

C) AND WHEREAS after the death of Damayanti Devi, the said will was duly probated in the Court of the District Delegate (Civil Judge, Senior Division) Siliguri and the said probate was granted on 15-07-1998, vide Misc. Judicial (Probate) Case No.43/1992.

D) AND WHEREAS by virtue of the aforesaid Deed of Partition being Document No.3885 for the year 1991 and on grant of the said probate, abovenamed Sri Dinesh Prasad and Sri Ramesh Prasad became the absolute and exclusive owners of all that undivided $\frac{3}{4}$ th (three-fourth) share in the aforesaid land measuring 9.9135 Acres [each having undivided $\frac{3}{8}$ th (three-eighth) share in it], having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS abovenamed Ramesh Prasad died intestate leaving behind his wife - Smt. Urmila Devi, son - Sri Rahul Shah and daughter - Sunita Shah, as his only legal heirs to inherit his undivided $\frac{3}{8}$ th (three-eighth) share in the aforesaid land measuring 9.9135 Acres.

F) AND WHEREAS a Partition Suit being No. 21 of 2003 was filed before the Ld. Civil Judge, Senior Division at Jalpaiguri with respect to all that land measuring 7.544 Acres out of the aforesaid land measuring 9.9135 Acres and the said Partition Suit was decreed on compromise whereby abovenamed Sri Dinesh Prasad, Smt. Urmila Devi, Sri Rahul Shah, Miss Sunita Shah and Smt. Lily Devi partitioned the said land measuring 7.544 Acres among themselves and acquired separate possession thereof.

G) AND WHEREAS abovenamed Sri Dinesh Prasad died intestate leaving behind **SMT. SUSHMA DEVI, SRI VIKAASH SHAH, MISS MANISSHA SHAH, SMT. TINA SHAH** alias **TINA CHATURVEDI** and **SMT. SONI SHAH** (The Vendors of these presents) as his only legal heirs to inherit his aforesaid partitioned land, having permanent, heritable and transferable right, title and interest therein.

: 7 :

H) AND WHEREAS on account of inheritance, the Vendors are the sole, absolute, exclusive and recorded owners of all that piece or parcel of land measuring 1.825 Acres forming part of R.S. Plot Nos.422, 429 and 430 corresponding to L.R. Plot No.17, recorded in R.S. Khatian No. 321/1 corresponding to L.R. Khatian Nos.101, 100, 102, 98 and 99, situated within Mouza - Dabgram, J.L. No.02, R.S. Sheet No.8 corresponding to L.R. Sheet No.38, Pargana - Baikunthapur, P.S. - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, more particularly described in the Schedule-A given hereinbelow, having permanent heritable and transferable right, title and interest therein.

II. AND WHEREAS the Vendors being desirous of constructing a residential building on the Schedule-A land and to put their scheme and contemplation into action had entered into a Development Agreement with **ECOSTRUCTURE BUILDERS** (hereinafter called the Confirming Party) to construct and develop the said building on the Schedule-A land and the said Development Agreement was executed on 07-04-2022, being Document No.3669 for the year 2022, entered in Book-I, Volume No. 0711-2022, Pages 104758 to 104796, registered in the Office of the Addl. Dist. Sub-Registrar, Bhaktinagar.

III. AND WHEREAS the Confirming Party is constructing the said residential building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Plan No.0109146217900057, Dated 14-06-2021, sanctioned on 31-12-2021 for a basement plus ground plus seven storied residential cum commercial (mercantile retail) building.

IV. AND WHEREAS the said building is divided into several independent flats/units/premises/parking spaces along with the common facilities.

: 8 :

V. AND WHEREAS the Vendors / Confirming Party have formulated a scheme to enable a person/party intending to have his/her/its/their own flats/units/premises/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 flats/units/premises/parking spaces proportionate to the total constructed area on the said land.

VI. AND WHEREAS the Confirming Party out of its allocation as per the aforesaid Development Agreement, being Document No.3669 for the year 2022, has now firmly and finally decided to sell and has offered for sale to the Purchaser/s all that Residential Flat, being Flat No._____, measuring _____ Sq.ft. (Covered Area / Built-up Area) i.e. _____ Sq.ft. (Super Built-up Area) at _____ Floor in Block -___ building complex and the right to park _____ car in the _____ Parking Spaces, being Parking No.____ measuring _____ .00 Sq.ft. at _____ Floor in Block-___ of the building complex, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs._____.00 (Rupees _____) only.

VII. 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 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.

: 9 :

VIII. AND WHEREAS the Vendors / Confirming Party have agreed to execute the 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 Vendors / 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 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 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 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.

: 10 :

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/it 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 and parking purposes.

5. That the Vendors/ Confirming Party declare that the interest which they profess 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 covenants 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/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 neither do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall the Purchaser/s 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 undertake/s 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 :

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 flats/units/premises/parking spaces owners and thereafter the owners and occupants of different flats/units/premises/parking spaces 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 flats/units/premises/parking spaces 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.

: 13 :

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.

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 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.

: 14 :

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.

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.

: 15 :

b) pay Goods and Services 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.

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.

: 16 :

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 of the other occupants/owners, common area, open space and passage within the building.

That the Purchaser/s shall reserve the right to park _____ car in the parking space/s at Ground Floor of the building hereby allotted in favour of the Purchaser/s by virtue of these presents.

24. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the proposed commercial (mercantile retail) building on the Schedule-A land is hindered or impeded in any way.

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.

: 17 :

SCHEDULE - A

All that piece or parcel of land measuring 1.825 Acres, situated within Mouza - Dabgram, J.L. No.02, R.S. Sheet No.8 corresponding to L.R. Sheet No.38, Pargana - Baikunthapur, located in the Road Zone - Payal Cinema Hall to Cosmos Mall, bearing Holding No.3333/1 in Ward No.40 of the Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal.

R.S. Khatian No.	L.R. Khatian Nos.	R.S. Plot Nos.	L.R. Plot No.	Area
321/1	101, 100, 102, 98 and 99	422	17	1.245 Acres
		429		0.510 Acres
		430		0.070 Acres
Total				1.825 Acres

The said land is bound and butted as follows :

By North : 18 feet wide Private Road of Shree Shyam Colony,
Shree Shyam Colony and Royal Enclave Housing,

By South : Land of Smt. Urmila Devi & Others and
17 feet wide Private Road,

By East : Shreedham Apartments,

By West : 100 feet wide Sevoke Road and Shree Shyam Colony.

: 18 :

SCHEDULE - B

All that Residential Flat, being Flat No._____, measuring _____ Sq.ft. (Covered Area / Built-up Area) i.e. _____ Sq.ft. (Super Built-up Area) at _____Floor in Block-____building complex and right to park _____ car in the _____Parking Space, being Parking No._____ measuring _____.00 Sq.ft. at _____ Floor in Block-____ of the building complex named " WHITE NEST ", together with undivided proportionate share in the Schedule-A land on which the said building stands, forming part of R.S. Plot Nos.422, 429 and 430 corresponding to L.R. Plot No.17, recorded in R.S. Khatian No.321/1 corresponding to L.R. Khatian Nos.101, 100, 102, 98 and 99, situated within Mouza - Dabgram, J.L. No.02, R.S. Sheet No.8 corresponding to L.R. Sheet No.38, Pargana - Baikunthapur, located in the Road Zone - Payal Cinema Hall to Cosmos Mall, bearing Holding No.3333/1 in Ward No.40 of the Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal.

SCHEDULE - C

(COMMON PROVISIONS AND UTILITIES)

1. Stair case and stair case landing on all floors.
2. Common entry, common passage and lobby.
3. Water Pump, Water Tank, Lift, Water Pipe, Deep tube well for water supply and other Common Plumbing Installations.
4. Exterior conducts utility lines Septic Tank/Tanks.
5. Electrical Wiring and Fittings and Fixtures for lighting and other facilities necessary to the upkeep and safety of the said building and Electrical Installations with main Switches and Meters and Space required therefore.

: 19 :

6. All elevations including shafts walls machine rooms.
7. Telephone systems contained within the said building.
8. Lifts.
9. A.C. Community Hall with Kitchen and Toilets.
10. Power back up for common area only.
11. Security Guard Room.
12. Swimming Pool.
13. Gymnasium.
14. Roof top Amenities.
15. Kids Play Area.
16. Society Office.
17. Jogging/ Walking Track.
18. Multipurpose Court.
19. Such other common parts, areas and equipments, installations, fixtures & fittings and spaces in 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 and the common provisions and utilities in the building including the outer walls of the building.

: 20 :

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/ Confirming Party and/or the service organisation for the common purposes.

: 21 :

IN WITNESSES WHEREOF THE CONSTITUTED ATTORNEY OF THE VENDORS AND THE PARTNER 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, the Vendors and the Confirming Party.

VENDOR

2.

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.