

DEED OF SALE

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

: 2 :

All that Residential Flat having Carpet Area _____.00 Sq.ft. (Super Built-up area _____.00 Sq.ft.) at _____ Floor of the building together with a right to park one car on stack basis, either in Parking Slot No.____ or _____ in the parking area of the apartment named " The Golden Palm ", with an impartible right/share in the land on which the same stands.

PLOT NO. : 25 (R.S.)
452 (L.R.)

KHATIAN NOS. : 634(R.S.)
807 and 808 (L.R.)

MOUZA : DABGRAM

J.L. NO. : 2

SHEET NO. : 4(R.S.)
4 (L.R.)

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

WARD NO. : 42

CONSIDERATION : Rs._____.00

: 3 :

B E T W E E N

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

A N D

1. SRI ARUN KUMAR AGARWALA ALIAS ARUN AGARWAL, son
of Late Biswanath Agarwala and **2. SMT. NEELAM DEVI
AGARWALA**, wife of Sri Arun Kumar Agarwala alias Arun Agarwal,
both are Indian by Nationality, Hindu by faith, Business by occupation,
residing at Ganga Apartment, Mangal Pandey Road, Siliguri,
P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN -734005,
in the State of West Bengal, hereinafter called 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** ". (I.T. PAN - ACQPA5737Q and ACQPA5735N)

: 4 :

AND

ELEGANT DEVELOPERS, a Partnership Firm, having its Office at Vidyasagar Road, Khalpara, Siliguri, P.O.- Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, represented by its **Partner - SRI RAJENDRA PRASAD MUNDHRA**, son of Late Bajrang Lal Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Vidyasagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, hereinafter called the "**CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**THIRD PART**". (I.T. PAN - AADFE7926L)

AND

SMT. NEELAM DEVI AGARWALA, wife of Sri Arun Kumar Agarwala alias Arun Agarwal (The Vendor No.2 of these presents), is being represented by and through her Constituted Attorney- **SRI ARUN KUMAR AGARWALA ALIAS ARUN AGARWAL**, son of Late Biswanath Agarwala, Indian by Nationality, Hindu by faith, Business by occupation, residing at Ganga Apartment, Mangal Pandey Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN -734005, in the State of West Bengal, by virtue of General Power of Attorney, executed on 17-03-2020, being Document No.1977 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 54186 to 54205, registered in the Office of the Addl. Dist. Sub-Registrar, Bhaktinagar.

: 5 :

I. WHEREAS Sri Raghunath Das, son of Late Chaitu Das, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 9 Kathas 5 Chattaks, forming part of R.S. Plot No.25, recorded in R.S. Khatian No.634, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S. Sheet No.4, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of **SRI ARUN KUMAR AGARWALA**, son of Biswanath Agarwala, by virtue of Sale Deed, Dated 09-05-1996, being Document No.1475 for the year 1996, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

II. A) AND WHEREAS Sri Raghunath Das, son of Late Chaitu Das, had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 9 Kathas 5 Chattaks, forming part of R.S. Plot No.25, recorded in R.S. Khatian No.634, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S. Sheet No.4, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of Smt. Namrata Devi Agarwala, wife of Sri Mahesh Kumar Agarwala, by virtue of Sale Deed, Dated 09-05-1996, being Document No.1476 for the year 1996, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

B) AND WHEREAS abovenamed Smt. Namrata Devi Agarwala, thereafter, had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 9 Kathas 5 Chattaks, unto and in favour of **SRI ARUN AGARWAL**, son of Biswanath Agarwal, by virtue of Sale Deed, Dated 30-12-2002, being Document No.44 for the year 2003, registered in the Office of the Sub-Registrar, Rajganj.

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III. A) AND WHEREAS Sri Raghunath Das, son of Late Chaitu Das, had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 9 Kathas 5 Chattaks, forming part of R.S. Plot No.25, recorded in R.S. Khatian No.634, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S. Sheet No.4, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of Sri Biswanath Agarwal, son of Late Ranglal Agarwala, by virtue of Sale Deed, Dated 09-05-1996, being Document No.1474 for the year 1996, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

B) AND WHEREAS abovenamed Sri Biswanath Agarwal, thereafter, had transferred and made over physical possession of the aforesaid land measuring 9 Kathas 5 Chattaks, unto and in favour of his son - **SRI ARUN KUMAR AGARWAL ALIAS ARUN AGARWAL**, by virtue of Gift Deed, Dated 26-12-2002, being Document No.45 for the year 2003, registered in the Office of the Sub-Registrar, Rajganj.

IV. AND WHEREAS Sri Raghunath Das, son of Late Chaitu Das, had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 9 Kathas 5 Chattaks, forming part of R.S. Plot No.25, recorded in R.S. Khatian No.634, situated within Mouza - Dabgram, J.L. No.2, Pargana-Baikunthapur, R.S. Sheet No.4, P.S.-Bhaktinagar, District- Jalpaiguri, unto and in favour of **SMT. NEELAM DEVI AGARWALA**, wife of Sri Arun Kumar Agarwala, by virtue of Sale Deed, Dated 09-05-1996, being Document No.1477 for the year 1996, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

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V. A) AND WHEREAS by virtue of the aforesaid two separate Sale Deeds, being Document No.1475 for the year 1996 and being Document No.44 for the year 2003 and Gift Deed, being Document No.45 for the year 2003, abovenamed **SRI ARUN KUMAR AGARWALA ALIAS ARUN AGARWAL**, son of Late Biswanath Agarwala (The Vendor No.1 of these present), became the sole, absolute and exclusive owner of the aforesaid land intotal measuring 27 Kathas 15 Chattaks and the said land was recorded in his name in the record of rights, forming part of R.S. Plot No.25 corresponding to L.R. Plot No.452, recorded in R.S. Khatian No.634 corresponding to L.R. Khatian No.807, situated within Mouza - Dabgram, J.L. No.2, Pargana-Baikunthapur, R.S. Sheet No.4 corresponding to L.R. Sheet No.4, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by virtue of the aforesaid Sale Deed, being Document No.1477 for the year 1996, abovenamed **SMT. NEELAM DEVI AGARWALA**, wife of Sri Arun Kumar Agarwala alias Arun Agarwal (The Vendor No.2 of these present), became the sole, absolute and exclusive owner of the aforesaid land measuring 9 Kathas 5 Chattaks and the said land was recorded in her name in the record of rights, forming part of R.S. Plot No.25 corresponding to L.R. Plot No.452, recorded in R.S. Khatian No.634 corresponding to L.R. Khatian No.808, situated within Mouza - Dabgram, J.L. No.2, Pargana-Baikunthapur, R.S. Sheet No.4 corresponding to L.R. Sheet No.4, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

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C) AND WHEREAS **SRI ARUN KUMAR AGARWALA ALIAS ARUN AGARWAL** and **SMT. NEELAM DEVI AGARWALA** (The Vendors of these present), thereafter had amalgamated their respective land which in total measures 37 Kathas 4 Chattaks, more particularly described in the Schedule-A given hereinunder.

D) AND WHEREAS the Vendors thereafter had formed a Partnership Firm between themselves alongwith i) SRI RAJENDRA PRASAD MUNDHRA, son of Late Bajrang Lal Mundhra, ii) SRI PRAVEEN KUMAR JHAWAR, son of Late Puran Chand Jhawar and iii) SRI KISHAN LAL AGARWALA, son of Late Sohan Lal Agarwala under the name and style of **ELEGANT DEVELOPERS** (hereinafter called the Developer/confirming party) and on account of capital contribution, the Vendors had contributed the aforesaid land measuring 37 Kathas 4 Chattaks, more particularly described in the Schedule-A given hereinunder, by virtue of Partnership Deed, Dated 15-03-2012 and the said Firm accepted the aforesaid land as its stock-in-trade.

AND WHEREAS the Vendors/Developer are constructing a building on the Schedule-A land, as per approved plan, vide Plan No.690, Dated 23-11-2012 sanctioned on 29-12-2012 and revised Plan No.389, Dated 08-02-2019 sanctioned on 23-07-2019, for Parking plus four storied building.

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AND WHEREAS the Vendors/Developer are in process of construction of the said building in five blocks, i.e. Block-A, Block-B, Block-C, Block-D and Block-E, comprising of several independent units/premises, parking space alongwith the common facilities.

AND WHEREAS the Vendors/Developer have formulated a scheme to enable a person/party intending to have own unit or premises 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.

AND WHEREAS the Vendors/Developer have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Residential Flat having Carpet Area _____.00 Sq.ft. (Super Built-up Area _____.00 Sq.ft.) at _____ Floor of the building together with a right to park one car on stack basis, either in Parking Slot No. _____ or _____ in the parking area of the apartment, alongwith undivided proportionate share and interest in the land on which the said building stands, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs._____.00 (Rupees _____) only.

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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 Vendors to the said land, site plan, sanctioned building plan, partnership deed, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Vendors/Developer as fair and reasonable have agreed to purchase from the Vendors/Developer, 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.

AND WHEREAS the Vendors also requests the Purchaser/s to make the payment of the Schedule-B property to the confirming party of these present.

AND WHEREAS the Vendors/ Developer 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 for a consideration of Rs._____.00 (Rupees _____) only and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs. _____ .00 (Rupees _____) only, the receipt of which is acknowledged by the Vendors/Developer by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer do hereby convey and transfer absolutely the Schedule-B property, to the Purchaser 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 Govt. 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 & AREAS and the COMMON PROVISIONS & UTILITIES 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 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/Developer 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/Developer or anybody claiming through or under them 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 with the Vendors/Developer 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 purposes.

5. That the Vendors declare that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer 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/Developer 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/Developer further covenant with the Purchaser/s that if for any defect of title, the Purchaser/s is/are deprived of ownership or of possession of the said property described in the Schedule-B below or any part thereof in future, then the Vendors/Developer shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money as the case may be from the date of such deprivation of ownership or of possession and the Vendors/Developer shall further pay adequate compensation to the Purchaser/s for any other loss or injury which the Purchaser/s may suffer or sustain in consequence thereof.

7. That the Vendors/Developer do 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 proposes to transfer subsists and the Vendors/Developer 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.

8. 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/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

9. 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/Developer shall have no responsibility or any liability in this respect.

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

11. 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.

12. 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, lease-out the Schedule-B property to whomsoever.

That The Purchaser shall prior to transfer of his/her/their purchased property described in the Schedule-B hereto shall obtain clearance certificate with respect to the common expenses from the Vendors/Developer or the Apartment owners association.

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13. 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.

14. 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.

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

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

17. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendors/Developer till accommodation for all residential flats in the BUILDING are sold and thereafter the OWNERS & OCCUPANTS of different residential flat and/or residential apartments shall form and constitute an Apartment owner's 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 residential apartments and as soon as the OWNERS & 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 PORTIONS & AREAS and 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 Apartments owner's Association.

18. 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, lift, 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.

19. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C given hereinunder) within time allowed by the Vendors/Developers 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 Vendors or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developers or the Association in consequence thereof.

20. That the Goods and Services Tax (GST) shall be paid by the Vendors/Developers and other applicable taxes imposed on the Schedule-B property shall be paid by the Purchaser/s.

21. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Developer for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Developer 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.

22. That the Purchaser/s further covenant with the Vendors/Developer 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, the Vendors/Developer shall not be held responsible in any manner whatsoever.

23. 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.

24. That the Purchaser/s shall not be entitled to park any vehicle in others parking area, common area, open space and passage within the complex.

That the Purchaser/s shall park one car in the parking area of the apartment provided the same is marked and allotted to the Purchaser/s of these present any where within the apartment by the Vendors/Developer.

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 Vendor/Developer 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 shall have the right to move to court at Jalpaiguri.

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SCHEDULE - A

All that piece or parcel of land measuring 37 Kathas 4 Chattaks, forming part of R.S. Plot No.25 corresponding to L.R. Plot No.452, recorded in R.S. Khatian No.634 corresponding to L.R. Khatian Nos.807 and 808, situated within Mouza - Dabgram, J.L. No.2, Pargana-Baikunthapur, R.S. Sheet No.4 corresponding to L.R. Sheet No.4, P.S.-Bhaktinagar, bearing Holding No.VL/100/A/31 in Ward No.42 of Siliguri Municipal Corporation, Registry Office and District- Jalpaiguri.

The said land is bound and butted as follows :-

By North : Land of Sarat Roy and others,

By South : Land of Raghu Nath Das and others,

By East : 25 Feet wide Road,

By West : 26 Feet wide Road.

SCHEDULE - B

All that _____ BHK Residential Flat, being No._____, having Carpet Area _____.00 Sq.ft. (Super Built-up Area _____.00 Sq.ft.) at _____ Floor in Block-___ building together with a right to park one car on stack basis, either in Parking Slot No. ___ or _____, in the parking area at Ground Floor in Block-A building of the apartment named " **THE GOLDEN PALM** ", together with undivided proportionate share in the Schedule-A land on which the said building stands, forming part of R.S. Plot No.25 corresponding to L.R. Plot No.452, recorded in R.S. Khatian No.634 corresponding to L.R. Khatian Nos.807 and 808, situated within Mouza - Dabgram, J.L. No.2, Pargana-Baikunthapur, R.S. Sheet No.4 corresponding to L.R. Sheet No.4, P.S.-Bhaktinagar, bearing Holding No.VL/100/A/31, Chayanpara Road in Ward No.42 of Siliguri Municipal Corporation, District - Jalpaiguri.

The said flat is sketched in the site plan enclosed herewith which forms part of these presents.

SCHEDULE - C

(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, lift, equipments and installations, comprised in the common portions including water pumps, 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. 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).
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 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/Developer and/or the service organisation for the common purposes.

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SCHEDULE - D

(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 and common plumbing installation.
4. Drainage and sewerage.
5. Boundary wall and main gate.
6. Top roof of the building.
7. 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.

: 22 :

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

WITNESSES :

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

2. _____
VENDORS

CONFIRMING PARTY

Drafted as per the instructions 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.