

DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF
_____ 20.....

Vanshidhar Vinimay (P) Ltd.

Ramesh Kumar

Director

All that Residential flat measuring Carpet Area..... Sq.ft. (Super built-up area.....Sq.ft.) at Floor of the building and car Parking Space measuring Sq.ft. at the **open/covered** space of the complex with an impartible right/share in the land on which the same stands.

Building Complex : TULIP APARTMENT
Mouza : Kawakhari
J.L. No. : 72
Pargana : Patharghata
P.S. : Matigara
Sub.-Div. : Siliguri
A.D.S.R.O. : Siliguri – II at Bagdogra
District : Darjeeling
Consideration : Rs.....00

BETWEEN

1., son of and
2., wife of both are
..... by faith, Indian by Nationality, by occupation
..... residing at P.O. –
..... P.S. – District – PIN – in
the State of hereinafter called the " **PURCHASERS** " (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the " **ONE PART** ".
(I.T. PAN Nos..... and).

Vanshidhar Vinimay (P) Ltd.

Ranjana Agnewal

Director

AND

VANSHIDHAR VINIMAY PRIVATE LIMITED (I.T. PAN: **AACCV6696C**), a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Incorporation No. U-51109-WB-2008-PTC-121898, having its Registered Office at Kapil Centre, 1st Floor, Sevoke Road, P.O.- Sevoke Road, Siliguri, P.S. - Bhaktinagar, District Jalpaiguri in the State of West Bengal, represented by one of its Director, **SMT. RANJANA AGARWAL**, (I.T. PAN: **ALSPA4933B** and Aadhaar No. **3226 6692 4187**), Wife of Sri Ajay Agarwal, resident of C/O Shanti Warehousing Corporation, 3rd Mile, Sevoke Road, Siliguri, P.O. Salugara-734008, P.S. Bhaktinagar, District - Jalpaiguri, within the State of West Bengal, hereinafter referred to as the "**The VENDOR**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her heirs, successors, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS

A) AND WHEREAS M/S. **VANSHIDHAR VINIMAY PRIVATE LIMITED**, is the owner of a plot of land measuring 13 Decimal vide Deed No. 3414, recorded in Book No.-I, for the year 2014 and land measuring 13 Decimal vide Deed No. 6397 recorded in Book No. I, for the year 2015 registered at the Office of ADSR-Siliguri-II at Bagdogra in L.R Plot No. 402 appertaining to L.R Khatian No. 3267, J.L. No. 72, Mouza Kawakhari, P.S. Matigara, District-Darjeeling, Pargana - Patharghata, in total 26 Decimal by way of purchase from. Smt. Shipra Bhattacharya.

B) AND WHEREAS thereafter during survey settlement the land has been recorded in the above named Vanshidhar Vinimay Private Limited has been recorded its name in R.O.R. and a new Khatian opened in its name being Khatian No. 3267 of Mouza Kawakhari,

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Police Station Matigara, District Darjeeling for the land measuring 0.26 acres.

C) AND WHEREAS thereafter said land has been converted from Danga to Housing Complex for the land measuring 0.26 Acre, vide Memo No. 475/SDL & LRO-Slg/16 dated 26.02.2016

D) The abovenamed **DR. MAITREYEE KAR**, Wife of Dr. Chinmaya Kar, the Vednor of these presents had purchased land measuring 0.06 Acre from Sri Lakshman Kumar Das, son of Late Sukh Narayan Das, by virtue of a registered Deed No. I-04117 for the year 2010 and the same was registered in the Office of the Addl. Sub-Registrar Siliguri-II at Bagdogra.

E) Thereafter **DR. MAITREYEE KAR** has got the LR Khatian prepared in her name and the said land measuring 6.0 Decimal or 0.06 Acre is now recorded in L.R. Khatian No. 2086 in L.R. Plot No. 402, J.L. No. 72, Mouza-Kawakhari, P.S. Matigara, District-Darjeeling, Pargana- Patharghata, and the Owner hereof is enjoying & possessing the said land in his actual Possession having permanent, heritable and transferable right, title & interest thereon. The Plot of land owned & possessed by the Vendor hereof, Dr. Maitreyee Kar is more fully described in Schedule hereunder.

F) AND WHEREAS abovenamed **DR. MAITREYEE KAR** thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.06 Acres, unto and in favour of **M/S. VANSHIDHAR VINIMAY PRIVATE LIMITED (I.T. PAN : AACCV6696C)**, a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Incorporation No. U-51109-WB-2008-PTC-121898, having its Registered Office at Kapil Centre, 1st Floor, Sevoke Road, P.O.- Sevoke Road, Siliguri, P.S. - Bhaktinagar, District Jalpaiguri in the State of West Bengal, by virtue of Sale Deed, dated 16.12.2019, being Document No. 7393 for the year 2019, entered in Book No. I, registered in the Office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, Dist: Darjeeling.

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Rajendra Kumar

Director

G) AND WHEREAS by virtue of the aforesaid Sale Deeds M/S. VANSHIDHAR VINIMAY PRIVATE LIMITED (I.T. PAN: AACCV6696C), a Private Limited Company, (VENDOR of these presents) became the sole, exclusive and absolute owner of all that piece and parcel of land in total measuring 0.32 Acres (0.26 Acre + 0.06 Acre), more particularly described in the Schedule – A given herein under, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the Vendor being desirous of constructing a residential building complex on the Schedule – A Land, started construction on the said Land, the Plan prepared for which was approved by the Executive Officer, Matigara Panchayat Samity, P.O. Kadamtala, Dist: Darjeeling, vide Order No..... Dated for Parking+Three Storied Residential building comprising of 1 Blocks.

AND WHEREAS the vendor has 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 said building is divided into several independent units/premises/parking space alongwith the common facilities.

AND WHEREAS the vendor thereafter entered into an agreement with the purchaser of these present on to sell all that Residential Flat measuring Carpet area Sq. ft. (Super built-up area..... Sq.ft.) at Floor of the building and one open car Parking Space measuring 120.00 Sq.ft. at the **open/covered** space of the complex, more particularly described in the Schedule-B given

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hereinbelow, for a valuable consideration of Rs. (Rupees) only.

AND WHEREAS the purchaser/s being in need of Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the vendor as fair, reasonable and highest have agreed to purchase from the vendor, the Schedule-B property with undivided common share or interest in the stairs, toilet, well, over head tanks and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendences, 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. (Rupees) only.

AND WHEREAS the vendor 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. (Rupees) only and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in consideration of a sum of Rs. (Rupees) only paid by the purchaser/s to the vendor, the receipt of which is acknowledged by the vendor by execution of these presents and grants full discharge to the purchaser/s from the payment thereof and the vendor does 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.

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Director

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 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 VENDOR as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

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

4. That the Purchaser/s hereby covenant with the vendor not to dismantale, divide or partition the flat 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 exclusively for residential purposes.

5. That the vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the vendor has not previously transferred, mortgaged, contracted for

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sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the vendor shall be liable to make good the loss or injury which the purchaser/s may suffer or sustain in resulting therefrom.

6. That the vendor further covenants with the purchaser/s that if for any defect of title, the purchaser/s is/are deprived of ownership or of possession of the Schedule-B property or any part thereof in future, then the vendor 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.

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

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

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Director

9. That the purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the purchaser/s, the vendor shall have no responsibility or any liability in this respect.

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

11. That the purchaser/s shall has/have the right to get his/her/their name/s mutated with respect to the said Schedule-B property both at the Office of the B.L. & L.R.O. and taxes as may be levied upon him/her/them by the concerned authority from time to time.

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 vendor or the Apartment owners association.

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.

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Director

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 vendor will pay upto date panchayat 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 vendor 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 vendor proportionately with all the purchaser/s unless separately levied upon and charged for.

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

18. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor on collection of maintenance from flat owners for a period of three years 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

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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 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.

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

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

20. 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 vendor 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 vendor or the Association in consequence thereof.

That if the maintenance charges are unpaid for 90 days then in that event the vendor shall also be at liberty to disconnect all common services attached to the purchaser/s unit such as water supply, electricity connection, use of lifts and other common facilities etc. till the purchaser/s makes the payment of all such dues together with interest.

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

22. That the purchaser/s further covenant with the vendor not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the purchaser/s shall be fully responsible for it, the vendor 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 open parking area of the complex provided the same is marked and allotted to the purchaser/s of these present.

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25. That the purchaser/s shall have no objection if the other owners/occupants of the flat in another block in the said complex uses the parking facility in the block in which the purchaser/s of these present has/have purchased the Schedule-B property, provided the said facility has been allotted/sold by the vendor.

26. That the vendor shall use the remaining parking area in any manner whatsoever (i.e. servant quarter, closed parking with shutter gate, etc.,) if required, to which the purchaser/s shall have no objection.

27. That the purchaser/s shall :

a) co-operate with the vendor in the management and maintenance of the common portions of the building and formation of Apartment owners association.

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

c) comply with statutory laws, requisitions or notifications which will be applicable to the Schedule-B property or any part of and keep the vendor saved harmless and indemnified in respect thereof.

d) not alter any outer portion, elevation of the building.

e) not decorate or paint or otherwise alter the colour scheme of the exterior of the said unit or the building or the common portions.

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

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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 or the building provided that nothing contained in this clause shall prevent the purchaser in displaying a decent name plate in the place as specified by the vendor.

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

28. 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 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 Siliguri.

SCHEDULE-A

All that piece or parcel of land measuring 32.00 Decimal L.R J.L. No. 72, Mouza Kawakhari, P.S. Matigara & District - Matigara, Pargana - Patharghata. The land of part of following RS & LR Plot No. & is appertaining to following RS & LR Khatian Nos.:-

RS Kh. No.	RS Plot No.	Area(Decimal)	LR Kh.No.	LR No.	Plot	Area(Decimal)
8	169		2086	402		6.00
8	169		3267	402		26.00
						32.00

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The Plot of Land is bound and butted as follows:-

By North	:	Land of B.D. Chhetri & others,
By South	:	Land of Bimal Bhusan Roy
By East	:	26 Feet wide Metal Road
By West	:	Land of Bimal Bhusan Roy and K.P. Roy.

SCHEDULE - B

All that Residential Flat, being Flat No.....measuring Carpet Area Sq.ft. (Super built-up area Sq. Ft.) at Floor in building and one open car Parking Space, being No..... measuring 120.00 Sq.ft. at the **open/covered** space of the complex named " SHANTINIKETAN " together with proportionate undivided share in the Schedule - A land, forming part of R.S. Plot Nos.169 corresponding to L.R. Plot Nos.402, recorded in L.R. Khatian No.2086 & 3267, situated within Mouza – Kawakhari, J.L. No.72, under Gram Panchayat Area,Pargana–Patharghata, P.S.– Matigara, Sub-Div. – Siliguri, A.D.S.R.O. Siliguri-II at Bagdogra, in the District of Darjeeling.

The said residential flat and parking space as sketched in the site plan enclosed herewith forms part of these present.

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

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Director

including water pumps, generator 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. Panchayat tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).

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.

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10. All other expenses and/or outgoings as are incurred by the vendor and/or the service organisation for the common purposes.

SCHEDULE-D

(COMMON PROVISIONS AND UTILITIES)

1. Stair case and stair case landing on all floors,
2. Children's Play Ground,
3. Lift,
4. Generator room with common Generator,
5. Transformer,
6. Water pump, water tank, water pipes and common plumbing installation,
7. Drainage and Sewerage,
8. Boundary wall and main gates,
9. Such other common other parts, areas, 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.

IN WITNESSES WHEREOF THE AUTHORISED SIGNATORY OF THE VENDOR IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT HIS SIGNATURES ON THESE PRESENT ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

Vanshidhar Vinimay (P) Ltd.

Rajendra Prasad

Director

WITNESSES :

1.

The contents of this document has been gone through and understood personally by the vendor and the purchaser/s

2.

VENDOR

Drafted, readover, explained and typed in my Office.

Vanshidhar Vinimay (P) Ltd.

Rajendra Kumar

Director