

: 2 :

One Residential Flat measuring Sq.ft. (Carpet Area) (Super-built up area) in the Floor of a Residential Cum Commercial building named “.....” with a proportionate undivided share in the land on which the same stands.

R.S Plot Nos. : 429 (P),
R.S Khatian No. : 321/1,
Mouza. : Dabgram
R.S Sheet No. : 8
J. L. No. : 2
P.S. : Bhaktinagar
Pargana. : Baikunthapur
District. : Jalpaiguri
Consideration. : Rs.-/-

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____ 2020

B E T W E E N

: 3 :

....., son of Sri Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of, P.O & P.S District - hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the "**FIRST PART**". (PAN:)

AND

1. SHREE KRISHNA CONSTRUCTIONS, a Partnership Firm, (PAN: **ADUFS5769H**) having its principle place of business at Sanjeevni Apartment, Station Feeder Road, Siliguri , P.O. & P.S. Siliguri in the District of Darjeeling -, represented by its authorized partners 1. **SRI NITIN KUMAR AGARWAL**, son of Late Raj Kumar Agarwal ,Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Guru Nanak Sarani , Punjabi Para P.O. & P.S. Siliguri in the District of Darjeeling 2. **SRI NITIN AGARWAL** son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Babupara P.O. & P.S. Siliguri in the District of Darjeeling -

2. SMT ALPANA ASHISH JAISWAL, wife of Late Ashish Jaiswal (PAN: **AEXPJ9547C**),

3. MISS HANSIKA SAHU, daughter of Sri Rajesh Kumar Sahu, (PAN: **DQDPS6311G**),

4. SRI KUSHAGRA SAHU, son of Sri Rajesh Kumar Sahu, (PAN: **DPKPS5467D**), all are Hindu by Religion, Indian by Nationality, No.2 House wife by occupation, No. 3 & 4 Students by Occupation all Residents of Pranami Mandir Road, Siliguri P.O Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri referred to as the "**VENDORS**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns)) of the "**SECOND PART**" and the

: 4 :

abovenamed Vendors No. 2,3 and 4 are represented by their Constituted Attornies, (1) **SRI NITIN KUMAR AGARWAL**, son of Late Raj Kumar Agarwal ,Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Guru Nanak Sarani , Punjabi Para P.O. & P.S. Siliguri in the District of Darjeeling 2. **SRI NITIN AGARWAL** son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Babupara P.O. & P.S. Siliguri in the District of Darjeeling, both Partners of **SHREE KRISHNA CONSTRUCTIONS**, a Partnership Firm, by virtue of a Registered General Power of Attorney, being Document No. I-3685 for the Year 2019 and the same was registered in the office of the ADSR Bhaktinagar, District Jalpaiguri.

AND

SHREE KRISHNA CONSTRUCTIONS, a Partnership Firm, (**PAN: ADUFS5769H**) having its principle place of business at Sanjeevni Apartment, Station Feeder Road, Siliguri , P.O. & P.S. Siliguri in the District of Darjeeling - , represented by its authorized partners 1. **SRI NITIN KUMAR AGARWAL**, son of Late Raj Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Guru Nanak Sarani , Punjabi Para P.O. & P.S. Siliguri in the District of Darjeeling 2. **SRI NITIN AGARWAL** son of Sri Suresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Babupara P.O. & P.S. Siliguri in the District of Darjeeling - hereinafter referred to as the "**DEVELOPER/CONFIRMING PARTY**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns). "**THIRD PART**".

: 5 :

WHEREAS one Gauri Shankar Prasad, son of Late Mathura Prasad, became the absolute owner of all that piece and parcel of land measuring 1.332 Acres or 4 Bighas, recorded in R.S Khatian No.321/1, R.S Plot No.429 (part), Mouza Dabgram, Pargana Baikunthapur , RS Sheet No. 08, J.L No.02, S.M.C Ward No. 40, Pranami Mandir Road, P.S Bhaktinagar, District Jalpaiguri by the virtue of a Deed of Conveyance, dated 4.09.1962, being Document No 5851 for the year 1962, and the same was registered in the office of District Sub- Registrar Jalpaiguri , District Jalpaiguri.

WHEREAS one Arvind Kumar Prasad, son of Late Gauri Shankar Prasad, became the absolute owner of all that piece and parcel of land measuring 48 kathas, recorded in R.S Khatian No.321/1, R.S Plot No.429, Mouza Dabgram, Pargana Baikunthapur , RS Sheet No. 08, J.L No.02, S.M.C Ward No. 40, Pranami Mandir Road, P.S Bhaktinagar, District Jalpaiguri by the virtue of a Deed of partition being Document No.0956 for the year 2008, and the same was registered in the office of Additional District Sub- Registrar Siliguri, District Darjeeling.

WHEREAS abovenamed Arvind Kumar Prasad died intestate leaving behind his wife Smt. Asha Prasad and three daughters namely 1. Smt.Alka Jaiswal, 2. Smt. Alpana Ashish Jaiswal, 3 Smt Anila Sahu as his only legal heirs and successors as per the provisions of Hindu Succession Act. Accordingly, by virtue of law of inheritance 1. Smt. Asha Prasad ,2. Smt.Alka Jaiswal, 3. Smt. Alpana Ashish Jaiswal and 4. Smt Anila Sahu, each of them became the owner of 1/4th undivided share in the land measuring 48 Kathas having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever.

WHEREAS abovenamed Smt. Asha Prasad had transferred by the way of Gift land measuring 12 Kathas in favour of Smt. Alpana Ashish Jaiswal , wife of Late Ashish Jaiswal, , by virtue of three separate Registered Deeds of Gift, all dated 05.04.2019, being Document Nos. I--2349 , 2350 and I-2351, for the year 2019 and the same was registered in the office of the Additional District Sub-Registrar Bhaktinagar, District Jalpaiguri.

: 6 :

WHEREAS abovenamed Smt Anila Sahu also died intestate leaving behind her only son Sri Kushagra Sahu and only daughter Miss Hansika Sahu as her only legal heirs and successors as per the provisions of Hindu Succession Act. Accordingly, by virtue of law of inheritance **1.** Sri Kushagra Sahu and Miss Hansika Sahu, each **of them** became the owner of 1/2 undivided share in the land measuring 12 Kathas belonging to Late Anila sahu having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever.

WHEREAS abovenamed Smt. Alka Jaiswal thereafter sold/transferred her portion of undivided land measuring 12 Kathas **to in favour of Shree Krishna Constructions**, by virtue of Three separate Registered Deeds of Conveyance, all dated 31.01.2019, being document Nos. I- 796, I- 811 and I- 834, at the office of the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manners aforesaid the abovenamed **1. SHREE KRISHNA CONSTRUCTIONS** became the owner of undivided land measuring 12 Kathas, **2. SMT ALPANA ASHISH JAISWAL** became the owner of undivided land measuring 24 Kathas, **3. MISS HANSIKA SAHU** became the owner of undivided land measuring 6 Kathas **and 4. SRI KUSHAGRA SAHU** became the owner of undivided land measuring 6 Kathas, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land is fully described in Schedule-A below.

AND WHEREAS the abovenamed Vendors thereafter interested in constructing a Residential cum Commercial building on the land fully described in Schedule 'A' entered into an Registered Development Agreement with "**SHREE KRISHNA DEVELOPERS**", a PARTNERSHIP Firm, to construct a Residential cum Commercial building on the Schedule 'A' land being Document No. I- 3648 for the year 2019 and the same was registered in the office of the ADSR Bhaktinagar, District Jalpaiguri.

: 7 :

AND WHEREAS the Vendors/ Confirming Party being desirous of constructing a Residential cum Commercial building on the Schedule-A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, being Plan No., Dtd.

AND WHEREAS the Vendors/Confirming Party 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/Confirming Party in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendors/ Confirming Party have now firmly and finally decided to sell and have offered for sale to the purchaser/s a flat measuring aboutsq. ft. (carpet Area) at Floor of the building more particularly described in the Schedule-B given herein below, for a valuable consideration of Rs/(Rupees Only).

AND WHEREAS the Purchaser/s being in need of a flat in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors/ Confirming Party to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendor as fair, reasonable and highest have agreed to purchase from the Vendors/ Confirming Party , the said flat more particularly described in the Schedule - B given hereinunder with undivided common share or interest in the stairs, roof, open space, toilet, well, over head tanks and other fittings and fixtures and other common parts, services of the building, free from all encumbrances, charges, liens, lispences, 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/(RupeesOnly).

: 8 :

AND WHEREAS an Agreement of sale dated was executed between the purchaser and Vendor in respect of the Schedule 'B' Property being Document No. I- for the year and the same was registered in the office of the District Jalpaiguri.

AND WHEREAS the Vendors/ Confirming Party have now 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).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs/- (Rupees Only) paid by the Purchaser/s to the Vendors/ Confirming Party, the receipt of which is acknowledged by the Vendors/ Confirming Party by execution of these presents and grants 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 Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/ Confirming Party , 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 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/ Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the purchaser/s shall have all rights, title and interest in the 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 anybody claiming through or under 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 Schedule-B property has been conveyed absolutely.

4. That the purchaser/s hereby covenant with the Vendors/ Confirming Party not to dismantle 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 used by the Purchaser/s exclusively for residential purposes.

5. That the Vendors/ Confirming Party declares that the interest which he professes to transfer hereby subsists as on the date of these presents and that the Vendors/ Confirming Party has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors/ Confirming Party shall be liable to refund the amount paid by the purchaser/s.

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

: 10 :

7. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors/ Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L. 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 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.

10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-B property both at the Office of the B.L. & L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay Municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out, lease-out the Schedule-B property to whomsoever.

12. 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.

13. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

14. That the Vendors/ Confirming Party 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.

15. 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 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.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the 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 residential apartments.

17. 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, chowkidar, 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.

18. 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/ 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 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.

: 12 :

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 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, 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 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 Vendors/ Confirming Party .

: 13 :

23. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Vendors/ Confirming Party and the Purchaser/s or 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.

SCHEDULE-‘A’ -

(DESCRIPTION OF THE LAND ON WHICH THE BUILDING STANDS)

All that piece or parcel of land measuring 48 Kathas situated at **Pranami Mandir Road** recorded in R.S Khatian No. 321/1, appertaining to and forming part of R.S Plot No. 429 (P), R.S Sheet No.8, J.L No.2, situated at Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, District Jalpaiguri. The said land is situated at within the limits of Ward No.40 of Siliguri Municipal Corporation.

The Said Land is Bound and Butted as follows:-

By the North : By Godown of Garg & Sons

By the South : By Siliguri Municipal Corporation 30 Feet wide Road) Pranami Mandir Road

By the East : By Mansarover Colony

By the West : By Private Road and then Pranami Plaza

SCHEDULE – B

All that Residential Flat, being Flat No. measuring Sq.ft. (Carpet Area) (Super-built up area) at Floor of a Residential cum Commercial building named “.....” situated at **Pranami Mandir Road**, together with undivided proportionate share in the schedule-A land on which the said building is constructed, appertaining to and forming part of R.S Plot No. 429 (P), recorded in R.S Khatian No. 321/1, R.S Sheet No.8, J.L No.2, situated at Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, District Jalpaiguri.

: 14 :

SCHEDULE - 'C'
(COMMON EXPENSES)

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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, 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. 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.

: 15 :

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 Vendor and/or the service organisation for the common purposes.

SCHEDULE – ‘D’
(COMMON PROVISIONS AND UTILITIES)

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1. Stair case 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. 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.

: 16 :

IN WITNESSES WHEREOF the vendor and authorised signatory of the Vendor and Developer in good health and conscious mind has put his signatures on these presents 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 Vendor.

V E N D O R

DEVELOPER/CONFIRMING PARTY

2.

Drafted, readover and explained by me and printed in my office.

Manoj Agarwal
Advocate, Siliguri.
(Enrl No. F-505/434 of 1997)