

DEED OF SALE

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

: 2 :

All that Residential Flat, being Flat No.____, measuring _____.00 Sq.ft. (Super Built-up Area) at _____ Floor, in Block-__ of the building and and two Parking Spaces, being i) Mechanical Parking No._____ measuring _____.00 Sq.ft. at _____ Floor in Block-__ and ii) Mechanical Parking No._____ measuring _____.00 Sq.ft. at _____ Floor in Block-__ of the building complex together with an impartible right/share in the land on which the same stands.

RERA REGISTRATION NO.	:
BUILDING COMPLEX	: PREMIER TOWN
R.S. PLOT NOS.	: 429, 584 and 585/690
L.R. PLOT NO.	: 97, 98, 92, 90 and 91
R.S. KHATIAN NOS.	: 321/1, 733 and 471
L.R. KHATIAN NOS.	: 507, 504 and 505
MOUZA	: DABGRAM
J.L. NO.	: 2
P.S.	: BHAKTINAGAR
R.S. SHEET NO.	: 8
L.R. SHEET NO.	: 39
WARD NO.	: 40
DISTRICT	: JALPAIGURI
CONSIDERATION	: Rs._____.00

: 3 :

B E T W E E N

_____, son of _____,
Indian by Nationality, _____ 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 "**ONE PART**".
(I.T. PAN - _____)

A N D

1. PARAS DEVELOPERS, a Partnership Firm, having its Office at
3rd Floor, City Mall, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri,
District - Darjeeling, PIN - 734001, in the State of West Bengal,
represented by its **Partners - A) SRI RUPESH KUMAR AGARWAL**,
son of Late Mangeram Agarwal, Indian by Nationality, Hindu by faith,
Business by occupation, residing at Garg Kutir, Opposite Fresh Mart,
Deokota Toll, Jaigaon, P.O. and P.S. - Jaigaon, District - Alipurduar, PIN
- 736182, in the State of West Bengal, **B) SRI PRATEEK AGARWAL**,
son of Sri Deepak Kumar Agarwal, Indian by Nationality, Hindu by faith,
Business by occupation, residing at Mahabirsthan, Siliguri, P.O. - Siliguri
Town, P.S. - Siliguri, District - Darjeeling, PIN - 734004, in the State of
West Bengal, **C) SRI MRINAL AGARWAL**, son of Sri Naresh Kumar
Agarwal, Indian by Nationality, Hindu by faith, Business by occupation,
residing at Station Feeder Road, Siliguri, P.O. - Siliguri Bazar,
P.S.- Siliguri, District - Darjeeling, PIN-734005, in the State of
West Bengal and **D) SRI MANOJ KUMAR GUPTA**, son of Harkaran
Das Gupta, Indian by Nationality, Hindu by faith, Business by
occupation, residing at Nil Kamal Apartment, Pranami Mandir Road,
Siliguri, P.O. - Sevoke Road, P.S.- Bhaktinagar, District - Jalpaiguri, PIN-
734001, in the State of West Bengal, hereinafter
called the "**VENDOR NO.1** and **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) (I.T. PAN- ABAFP1768R),

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2. SRI DEEPAK KUMAR AGARWAL, son of Late Shyam Sundar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Mahabirsthan, Siliguri, P.O. - Siliguri Town, P.S. - Siliguri, District - Darjeeling, PIN - 734004, in the State of West Bengal, hereinafter called the "**VENDOR NO.2**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - ACZPA4957D) and

3. SMT. MAMTA AGARWAL, wife of Sri Deepak Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Mahabirsthan, Siliguri, P.O. - Siliguri Town, P.S.- Siliguri, District - Darjeeling, PIN - 734004, in the State of West Bengal, hereinafter called the "**VENDOR NO.3**" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees) (I.T. PAN - AFBPA1459D)

of the "**OTHER PART**".

I. A) WHEREAS SMT. BIMLA KUMARI alias BIMLA GUPTA, wife of Dr. Sriram Gupta and daughter of Late Ghura Prosad, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring about 0.6258 Acres, forming part of R.S. Plot No.429, recorded in R.S. Khatian No.321/1, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein by virtue of Deed of Partition dated 25-04-1991, being Document No.3885 for the year 1991, registered in the Office of the Sub-Registrar, Siliguri.

B) AND WHEREAS abovenamed SMT. BIMLA KUMARI alias BIMLA GUPTA died intestate leaving behind her son - SRI VARUN RAJ and her daughter - SMT. SHRITI RAJ, wife of Sri Neeraj Kumar, as her only legal heirs to inherit the aforesaid land measuring 0.6258 Acres.

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C) AND WHEREAS by way of inheritance, abovenamed SRI VARUN RAJ and SMT. SHRITI RAJ became the sole, absolute and exclusive owners of all that aforesaid land measuring 0.6258 Acres, each having undivided $\frac{1}{2}$ (one-half) share in it, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in their names in the record of rights, being L.R. Khatian Nos. 415 and 414 respectively, forming part of L.R. Plot Nos.97 and 98, situated within Mouza - Dabgram, J.L. No.2, L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri.

D) AND WHEREAS abovenamed SRI VARUN RAJ had thereafter transferred for valuable consideration and made over physical possession of all that undivided $\frac{1}{2}$ (one-half) share in the aforesaid land measuring 0.6258 Acres (i.e. 0.0157 Acres forming part of R.S. Plot No.429 corresponding to L.R. Plot No.97 and 0.2972 Acres forming part of R.S. Plot No.429 corresponding to L.R. Plot No.98, recorded in R.S. Khatian No.321/1 corresponding to L.R. Khatian No.415, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri), unto and in favour of **PARAS DEVELOPERS**, by virtue of Sale Deed, executed on 08-10-2021, being Document No.7927 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 216094 to 216115, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

E) AND WHEREAS abovenamed SMT. SHRITI RAJ had thereafter transferred for valuable consideration and made over physical possession of all that undivided $\frac{1}{2}$ (one-half) share in the aforesaid land measuring 0.6258 Acres (i.e. 0.0157 Acres forming part of R.S. Plot No.429 corresponding to L.R. Plot No.97 and 0.2972 Acres forming part of R.S. Plot No.429 corresponding to L.R. Plot No.98, recorded in R.S. Khatian No.321/1 corresponding to L.R. Khatian No.414, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri), unto and in favour of **PARAS DEVELOPERS**, by virtue of Sale Deed, executed on 29-10-2021, being Document No.8772 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 243885 to 243907, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

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II. A) WHEREAS SMT. MANJU CHOWDHURY, wife of Sri Pitambar Chowdhury and daughter of Late Ghura Prosad, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.6257 Acres forming part of R.S. Plot No.429, recorded in R.S. Khatian No.321/1, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein by virtue of Deed of Partition dated 25-04-1991, being Document No.3885 for the year 1991, registered in the Office of the Sub-Registrar, Siliguri and the said land was subsequently recorded in her name in the record of rights, being L.R. Khatian No.413, forming part of L.R. Plot No.97, situated within Mouza - Dabgram, J.L. No.2, L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri.

B) AND WHEREAS abovenamed SMT. MANJU CHOWDHURY had thereafter transferred for valuable consideration and made over physical possession of all that aforesaid land measuring 0.6257 Acres forming part of R.S. Plot No.429 corresponding to L.R. Plot No.97, recorded in R.S. Khatian No.321/1 corresponding to L.R. Khatian No.413, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of **PARAS DEVELOPERS**, by virtue of two separate Sale Deeds, i) executed on 08-10-2021, being Document No.7928 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 216072 to 216093 and ii) executed on 02-11-2021, being Document No.9206 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 255442 to 255464, both the deeds registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

III. A) AND WHEREAS abovenamed **PARAS DEVELOPERS** by virtue of aforesaid four separate Sale Deeds, being Document Nos.7927, 8772, 7928 and 9206 all for the year 2021, became the sole, absolute and exclusive owners of all that aforesaid land intotal measuring 1.2515 Acres, having permanent, heritable and transferable right, title and interest therein.

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B) AND WHEREAS abovenamed **PARAS DEVELOPERS** thereafter had recorded the land measuring 0.6571 Acres forming part of R.S. Plot No.429 corresponding to L.R. Plot No.97 and 0.5944 Acres forming part of R.S. Plot No.429 corresponding to L.R. Plot No.98, IN TOTAL MEASURING 1.2515 ACRES in the L.R. Record of Rights, being L.R. Khatian No.507, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri.

IV. A) AND WHEREAS one Pallal Roy, son of Debi Singh was the R.S. recoded owner of all that piece or parcel of land measuring 3.26 Acres, recorded in R.S. Khatian No.733, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet Nos.8 and 12, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Pallal Roy died intestate leaving behind his wife - Smt. Ratiswari Roy, as his only legal heir to inherit the aforesaid land measuring 3.26 Acres.

C) AND WHEREAS by way of inheritance, abovenamed Smt. Ratiswari Roy became the sole, absolute and exclusive owner of the aforesaid land measuring 3.26 Acres, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS abovenamed Smt. Ratiswari Roy had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 3.26 Acres, unto and in favour of Sri Ran Bahadur Chhetri, son of Late Man Bahadur Chhetri, by virtue of Sale Deed, executed on 24-08-1962, being Document No.5369 for the year 1962, entered in Book-I, Volume No.45, Pages 193 to 194, registered in the Office of the District Sub-Registrar, Jalpaiguri.

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E) AND WHEREAS abovenamed Ran Bahadur Chhetri died intestate leaving behind his wife - Narmada Chhetrini, sons - Gopal Singh Chhetri, Meghraj Singh Chhetri and Ganesh Singh Chhetri and daughters - Mina Kumar Chhetrini and Malati Chhetrini, as his only legal heir to inherit the aforesaid land measuring 3.26 Acres.

F) AND WHEREAS by way of inheritance abovenamed Narmada Chhetrini, Gopal Singh Chhetri, Meghraj Singh Chhetri, Ganesh Singh Chhetri, Mina Kumar Chhetrini and Malati Chhetrini, became the sole, absolute and exclusive owners of the aforesaid land measuring 3.26 Acres, having permanent, heritable and transferable right, title and interest therein.

G) AND WHEREAS abovenamed Narmada Chhetrini, Gopal Singh Chhetri, Mina Kumar Chhetrini, Meghraj Singh Chhetri, Ganesh Singh Chhetri and Malati Chhetrini had thereafter collectively transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 2.765 Acres out of the aforesaid land measuring 3.26 Acres, more particularly described in the tabular representation given hereinbelow, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet Nos.8 and 12, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of Sri Debendra Nath Ghosh, son of Late Pyari Mohan Ghosh, by virtue of Sale Deed, executed on 19-12-1966, being Document No.7957 for the year 1966, entered in Book-I, Volume No.84, Pages 36 to 39, registered in the Office of the District Sub-Registrar, Jalpaiguri.

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R.S. KHATIAN NO.	R.S. SHEET NO.	R.S. PLOT NO.	AREA
733	8	561/1007	0.760 Acres
		570/1009	0.120 Acres
		570/1012	0.240 Acres
		584	0.230 Acres
		603	0.270 Acres
		618	0.170 Acres
		619	0.060 Acres
		570/1033	0.120 Acres
	12	176	0.245 Acres
		207	0.550 Acres
TOTAL			2.765 Acres

V. A) AND WHEREAS abovenamed Sri Debendra Nath Ghosh had thereafter transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 4 Kathas 8 Chattaks forming part of R.S. Plot No.584 out of the aforesaid land measuring 2.765 Acres, unto and in favour of Sri Urgan Lama, son of Late Pema Lama, by virtue of Sale Deed, executed on 04-08-1977, being Document No.6532 for the year 1977, entered in Book-I, Volume No.91, Pages 163 to 170, registered in the Office of the District Sub-Registrar, Jalpaiguri.

B) AND WHEREAS abovenamed Sri Urgan Lama had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 4 Kathas 8 Chattaks, unto and in favour of Smt. Usha Devi Agarwala, wife of Sri Mahindra Kumar Agarwal, by virtue of Sale Deed, executed on 08-05-1987, being Document No.2639 for the year 1987, entered in Book-I, Volume No.25, Pages 191 to 196, registered in the Office of the District Sub-Registrar, Jalpaiguri.

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C) AND WHEREAS abovenamed Smt. Usha Devi Agarwala had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 4 Kathas 8 Chattaks, unto and in favour of Smt. Radha Devi Singhal, wife of Sri Omprakash Singhal, by virtue of Sale Deed, executed on 30-04-1993, being Document No.2731 for the year 1993, entered in Book-I, Volume No.30, Pages 245 to 252, registered in the Office of the District Sub-Registrar, Jalpaiguri.

D) AND WHEREAS abovenamed Smt. Radha Devi Singhal had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 4 Kathas 8 Chattaks, unto and in favour of Sri Krishna Gopal Agarwal, son of Sri Kundan Lal Agarwal, by virtue of Sale Deed, executed on 29-04-2005, being Document No.1685 for the year 2005, registered in the Office of the Sub-Registrar, Rajganj.

E) AND WHEREAS abovenamed Sri Krishna Gopal Agarwal had thereafter transferred and made over physical possession of the aforesaid land measuring 4 Kathas 8 Chattaks, unto and in favour of Sri Rajesh Kumar Agarwal, son of Sri Kundan Lal Agarwal, by virtue of Gift Deed, executed on 22-05-2009, being Document No.2248 for the year 2009, entered in Book-I, CD Volume No.12, Pages 582 to 594, registered in the Office of the Additional District Sub-Registrar, Rajganj.

F) AND WHEREAS by virtue of aforesaid Gift Deed, being Document No.2248 for the year 2009, abovenamed Sri Rajesh Kumar Agarwal became the sole, absolute and exclusive owner of the aforesaid land measuring 4 Kathas 8 Chattaks, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in his name in the L.R. Record of Rights, being L.R. Khatian No.453, forming part of R.S. Plot No. 584 corresponding to L.R. Plot No.92, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri.

G) AND WHEREAS abovenamed Sri Rajesh Kumar Agarwal had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 4 Kathas 8 Chattaks, forming part of R.S. Plot No.584 corresponding to L.R. Plot No.92, recorded in R.S. Khatian No.733 corresponding to L.R. Khatian No.453, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of **SRI DEEPAK KUMAR AGARWAL**, son of Late Shyam Sundar Agarwal and **SMT. MAMTA AGARWAL**, wife of Sri Deepak Kumar Agarwal, by virtue of Sale Deed, executed on 26-07-2021, being Document No.4585 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 124343 to 124368, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

VI. A) AND WHEREAS abovenamed Sri Debendra Nath Ghosh had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 5 Kathas forming part of R.S. Plot No.584 out of the aforesaid land measuring 2.765 Acres, unto and in favour of Sri Mani Kumar Singh, son of Late Kisorelal Sonar, by virtue of Sale Deed, executed on 02-09-1977, being Document No.6783 for the year 1977, registered in the Office of the District Sub-Registrar, Jalpaiguri.

B) AND WHEREAS abovenamed Sri Mani Kumar Singh had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 5 Kathas, unto and in favour of Sri Subhas Ahuja, son of Sri Arjundev Ahuja, by virtue of Sale Deed, executed on 09-12-1977, being Document No.8671 for the year 1977, registered in the Office of the District Sub-Registrar, Jalpaiguri.

C) AND WHEREAS abovenamed Sri Subhas Ahuja had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 5 Kathas, unto and in favour of Smt. Ratna Poddar, wife of Sri Kailash Kumar Poddar, by virtue of Sale Deed, executed on 29-04-1999, being Document No.2147 for the year 1999, entered in Book-I, Volume No.25, Pages 359 to 366, registered in the Office of the District Sub-Registrar, Jalpaiguri.

VII. 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, 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 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.

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 and thereafter Sri Dinesh Prasad and Sri Ramesh Prasad acquired and became the absolute owners of the 1/4th share of Damayanti Devi in the aforesaid land measuring 9.9135 Acres.

D) AND WHEREAS abovenamed Ramesh Prasad died intestate leaving behind his wife - Smt. Urmila Debi, son - Sri Rahul Shah and daughter - Sunita Shah, as his only legal heirs to inherit his undivided share in the aforesaid land measuring 9.9135 Acres.

E) AND WHEREAS in the manner as stated hereinabove Sri Dinesh Prasad, Smt. Urmila Devi, Sri Rahul Shah, Sunita Shah and Smt. Lily Devi, became the sole absolute and exclusive owners of the aforesaid land measuring 9.9135 Acres, having permanent, heritable and transferable right, title and interest therein.

VIII. AND WHEREAS abovenamed Sri Dinesh Prasad, Smt. Urmila Devi, Sri Rahul Shah, Sunita Shah and Smt. Lily Devi had thereafter collectively transferred all that piece or parcel of land measuring 1 Katha 12 Chattaks 20 Sq.ft. out of the aforesaid land, forming part of R.S. Plot No.585/690, recorded in R.S. Khatian No.471, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of Smt. Ratna Poddar, wife of Sri Kailash Kumar Poddar, by virtue of Sale Deed, executed on 03-05-1999, being Document No.2146 for the year 1999, entered in Book-I, Volume No.25, Pages 351 to 358, registered in the Office of the District Sub-Registrar, Jalpaiguri.

IX. AND WHEREAS abovenamed Smt. Ratna Poddar, by virtue of aforesaid two separate Sale Deeds, being Document Nos.2147 and 2146 both for the year 1999, became the sole, absolute and exclusive owner of all that aforesaid land IN TOTAL MEASURING 6 KATHAS 12 CHATTAKS 20 SQ. FT. (i.e. 5 Kathas + 1 Katha 12 Chattaks 20 Sq.ft.), having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in her name of in the L.R. Record of Rights, being L.R. Khatian No.354, forming part of R.S. Plot Nos.584 and 585/690 corresponding to L.R. Plot Nos.91 and 90 respectively, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri.

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X. AND WHEREAS abovenamed Smt. Ratna Poddar had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 6 Kathas 12 Chattaks 20 Sq. ft., unto and in favour of **SRI DEEPAK KUMAR AGARWAL**, son of Late Shyam Sundar Agarwal and **SMT. MAMTA AGARWAL**, wife of Sri Deepak Kumar Agarwal, by virtue of Sale Deed, executed on 16-09-2021, being Document No.6808 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 184527 to 184555, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

XI. AND WHEREAS abovenamed **SRI DEEPAK KUMAR AGARWAL** and **SMT. MAMTA AGARWAL**, by virtue of aforesaid two separate Sale Deeds, being Document Nos.4585 and 6808 both for the year 202, became the sole, absolute and exclusive owners of the aforesaid land intotal measuring 11 Kathas 4 Chattaks 20 Sq. ft. (i.e. 4 Kathas 8 Chattaks + 6 Kathas 12 Chattaks 20 Sq. ft.,) having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in their names in the L.R. Record of Rights, being L.R. Khatian Nos.504 and 505 respectively, forming part of R.S. Plot No.584 corresponding to L.R. Plot Nos. 92 and 91 and R.S. Plot No.585/690 corresponding to L.R. Plot No.90, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri.

XII. AND WHEREAS abovenamed **SRI DEEPAK KUMAR AGARWAL** and **SMT. MAMTA AGARWAL** were thereafter admitted as Partners into the abovenamed Partnership Firm - **PARAS DEVELOPERS** by virtue of a Deed of Reconstitution of Partnership dated 01-04-2021 and on account of capital contribution, abovenamed **SRI DEEPAK KUMAR AGARWAL** and **SMT. MAMTA AGARWAL** had contributed the aforesaid land measuring 11 Kathas 4 Chattaks 20 Sq. ft. into the said Partnership Firm vide Supplementary Deed of Partnership executed on 20-10-2022.

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XIII. A) AND WHEREAS abovenamed **PARAS DEVELOPERS, SRI DEEPAK KUMAR AGARWAL** and **SMT. MAMTA AGARWAL** had thereafter obtained the permission for conversion of their aforesaid land in total measuring 1.437584 Acres vide Conversion Case No.CN/2021/0701/1667, issued on 16-12-2021, by the Office of the District Land & Land Reforms Officer, District - Jalpaiguri and Conversion Case Nos.CN/2021/0701/1666 and CN/2021/0701/1665, both issued on 16-12-2021, by the Office of the Block Land & Land Reform Officer, Rajganj, District - Jalpaiguri.

B) AND WHEREAS abovenamed **PARAS DEVELOPERS, SRI DEEPAK KUMAR AGARWAL** and **SMT. MAMTA AGARWAL** had thereafter amalgamated their respective land in total measuring 1.437584 Acres, more particularly described in the Schedule-A given hereinbelow, by virtue of Agreement of Amalgamation executed on 29-12-2021, before the Executive Magistrate Siliguri.

XIV. AND WHEREAS Vendors / Confirming Party are constructing a building on the Schedule-A land, the permit of which has been granted vide Building Permit No.SWS-OBPAS/0104/2022/1702, issued by the Commissioner, Siliguri Municipal Corporation.

XV. AND WHEREAS the Vendors / Confirming Party have divided the said building into several independent flats / units/ shops/ premises/ parking spaces alongwith the common facilities.

XVI. 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 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.

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XI. AND WHEREAS the Vendors / Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Residential Flat, being Flat No.____, measuring _____.00 Sq.ft. (Super Built-up Area) at _____ Floor in Block - ____ of the building and two Parking Spaces, being i) Mechanical Parking No.____ measuring _____.00 Sq.ft. at _____ Floor in Block-__ and ii) Mechanical Parking No.____ measuring _____.00 Sq.ft. at _____ Floor in Block-__ of the building complex, more particularly described in the Schedule-B given hereinunder, for a valuable consideration of Rs._____.00 (Rupees _____) only.

XII. 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 Vendor to the Schedule-A 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 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.

XIII. AND WHEREAS the Vendors / Confirming Party have agreed to execute this Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property for a valuable consideration of Rs._____.00 (Rupees _____) only under the conditions mentioned hereinunder.

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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/Demand Draft, 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 / 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 and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinbelow) and has 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.

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 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 covenant with the Purchaser/s that the tenancy rights under which the Schedule-A land 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.

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7. That the Purchaser/s shall permit entry at all reasonable times to the Vendors / Confirming Party and/or their agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors / 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 to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest to the Purchaser/s of the property hereby conveyed at the cost of the Purchaser/s.

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

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11. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

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

13. That the Vendors / 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/ shops/ premises/ parking spaces owners and thereafter the owners and occupants of different flats / units/ shops/ 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/ shops/ 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.

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.

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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.

b) pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendors / Confirming Party saved harmless and indemnified in respect thereof.

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

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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.

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 vehicle/s in the parking space at Ground Floor of the building hereby allotted in favour of the Purchaser/s by virtue of these presents.

24. That in case of 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 or the other occupiers of the building with respect to these presents, the same shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996.

: 24 :

SCHEDULE - A

All that piece or parcel of land measuring 1.437584 Acres, situated within Mouza - Dabgram, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, J.L. No.2, bearing Holding Nos.VL/100/A/169 and VL/100/A/150 in Ward No.40 of Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri.

R.S. Khatian No.	R.S. Plot No.	L.R. Plot Nos.	L.R. Khatian No.	Area
321/1	429	97	507	0.6571 Acres
		98		0.5944 Acres
733	584	92	504	0.037125 Acres
471 and	585/690	90		0.014617 Acres
733		91		0.041300 Acres
733	584	92	505	0.037125 Acres
471 and	585/690	90		0.014617 Acres
733		91		0.041300 Acres
Total				1.437584 Acres

The said land is bound and butted as follows :-

By North – Ridhi Sidhi Apartment,

By South – 36 Feet wide Pranami Mandir Road,

By East – 16 Feet wide Road, Rajshri Apartment and Land of Suraj Lama,

By West – 16 Feet wide common Road connected to Pranami Mandir Road.

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SCHEDULE - B

All that Residential Flat, being Flat No.____, measuring _____.00 Sq.ft. (Super Built-up Area) at _____ Floor in Block-__ of the building and _____ Parking Spaces, being i) Mechanical Parking No.____ measuring _____.00 Sq.ft. at _____ Floor in Block - ____ and ii) Mechanical Parking No.____ measuring _____.00 Sq.ft. at _____ Floor in Block - ____ of the building known as “ Premier Town ” together with undivided proportionate right in the Schedule-A land on which the said building stands, forming part of R.S. Plot Nos.429, 584 and 585/690 corresponding to L.R. Plot Nos.97, 98, 92, 90 and 91, recorded in R.S. Khatian Nos.321/1, 733 and 471corresponding to L.R. Khatian Nos.507, 504 and 505, situated within Mouza - Dabgram, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, J.L. No.2, bearing Holding Nos.VL/100/A/169 and VL/100/A/150 in Ward No.40 of Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri.

SCHEDULE - C

(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 & common plumbing installation.
4. Generator Set, Security Guard Room and Common Toilet.
5. Drainage and sewerage.

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6. A.C. Community Hall with Kitchen and Toilets
7. Power back up for common area only
8. Swimming Pool
9. Gymnasium
10. Roof top Amenities
11. Kids Play Area
12. Society Office
13. Jogging/ Walking Track
14. Multipurpose Court
15. Boundary wall and main gate.
16. Fire Fighting System.
17. 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.

: 27 :

SCHEDULE - D

(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.

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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.

: 29 :

IN WITNESSES WHEREOF THE PARTNERS AND AUTHORISED SIGNATORIES OF THE VENDOR NO.1 / CONFIRMING PARTY, THE VENDOR NO.2 AND THE VENDOR NO.3 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 NO.1/CONFIRMING PARTY

VENDOR NO.2

VENDOR NO.3

2.

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.