

**THIS DEED OF SALE IS MADE ON THIS THE _____DAY OF _____, 2025
(TWO THOUSAND TWENTY-FIVE)**

“RK DEVELOPERS ”, (PAN : **ABHFR9422R**),a partnership firm, having its Registered Office at Ground Floor ,G-1,Block 4,Green Vista, Upper Bhanu nagar,Siliguri-734001, in the State of West Bengal, represented by one of its **Partner: SMT NEELAM AGARWAL** (PAN: **ADWPA0196Q & AADHAAR: 612754663258**), Son of Daughter of Sri Manohar Lal Agarwal, Hindu by Religion, Business by Occupation, Indian by Citizenship, residing at Khalpara, Nehru Road, Siliguri Bazar, Siliguri-734005, P.O. & P.S. Siliguri Dist-Darjeeling ,in the State of West Bengal, here in after called the “OWNER/PROMOTER”(which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its partners, administrators, office representatives, and/or assigns) of the ONE PART.

AND

[IF THE ALLOTTEE IS AN INDIVIDUAL]

SRI/SMT._____ (PAN-_____& AADHAAR-_____), Son/father/husband/wife of _____, Hindu/Muslim/Sikh by Religion, Business/Service by Occupation, Indian by Nationality/Citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist._____, in the State of _____-hereinafter called as the “**ALLOTTEE**” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS A COMPANY]

_____, (CIN no._____) a company incorporated under the provisions of the Companies Act (1956 or 2013 as the case may be), having its registered office at_____, (PAN_____) represented by its Authorised Signatory, ____(AADHAAR _____) duly authorized vide board resolution dated, hereinafter called as the “**ALLOTTEE**” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors in interest, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS A PARTNERSHIP]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its Authorised Partner, _____, (AADHAAR No. _____) authorized vide _____ hereinafter called as the “ALLOTTEE” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors in interest, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS A HUF]

_____, a Hindu Undivided Family (HUF), (PAN- _____) having its place of business at _____, P. O. _____, P. S. _____, Pin - _____, Dist. _____, in the State of _____, represented by its Karta MR _____, (PAN - _____ & AADHAAR - _____) son of _____, Hindu/Muslim/Sikh by Religion, Business/Service by Occupation, Indian by Nationality/Citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ - hereinafter called as the “ALLOTTEE” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees) as Second Part

AND

The Promoter and the Purchaser(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

- A. The above-named owner namely “**RK DEVELOPERS**” is the absolute and lawful owner of the total land measuring 132 Decimals or 1.32 Acres by virtue of Deed of Conveyance as follows: -

WHEREAS Promoter herein namely “**RK DEVELOPERS**” purchased a piece and parcel of land measuring 132 Decimal, appertaining to and forming part of R.S. Plot No.158/565 & 167/566 corresponding to L.R. Plot No.944 & 945 of sheet No. 03, recorded in R.S. Khatian No.569 & 570, corresponding to L.R. Khatian No.580 of mouza Shikarpur, P.S. Rajganj within the area of Gram Panchayat in the district of Jalpaiguri by virtue of registered deed of Conveyance duly executed by Sri Shashipal Mehta, Son of Ram Ekbal Mehta and registered at the office of the Additional District Sub-Registrar, Rajganj, Jalpaiguri and recorded in Book - I, bearing document No. 070500372 for the year 2024.

AND WHEREAS thereafter the aforesaid Vendor, **“RK DEVELOPERS”** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O. Siliguri and shall ever since one L.R. Khatian, being Khatian No. 638 was framed in the name of **“RK DEVELOPERS”** as per provision of W.B.L.R Act, 1955.

AND WHEREAS the aforesaid Vendor, **“RK DEVELOPERS”** as well as the Owner/Vendor /Promoter subsequently initiated for building plan and in this process after having obtained the approved L.U.C.C. memo number 14593/SJDA, dated 11/03/2025, approved by the S.J.D.A., Siliguri and the site plan was approved by Jalpaiguri Zilla Parishad, being **Plan No. HL23S18X18**, dated 02/07/2025 approved by Jalpaiguri Zilla Parishad and in the manners aforesaid the **“RK DEVELOPERS”** of these presents became in actual, khas, and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances whatsoever.

AND WHEREAS the said Land is earmarked for the purpose of building a [*Residential*] project, comprising a Ground+1 Storied Residential Building and the said project shall be known as **“SERENITEA VILLAS”** (Project);

AND WHEREAS thereafter the JALPAIGURI ZILLA PARISHAD has granted the Commencement Certificate to develop the Project vide approval being **Plan No. HL23S18X18**, dated 02/07/2025.

AND WHEREAS the Owner/ Vendor /Promoter has also registered the said Project under the provisions of the Real Estate (Regulatory and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority, bearing **Registration No.**

_____ on _____.

AND WHEREAS the Owner/ Vendor /Promoter has obtained the final layout plan approvals for the Project from JALPAIGURI ZILLA PARISHAD and agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.

AND WHEREAS after the sanction of the aforesaid plan, the said Owner/Vendor/Promoter herein commenced as proposed the construction work of the building, comprised in R.S. Plot No.158/565 & 167/566,corresponding to L.R. Plot No. 944 & 945, recorded in R.S. Khatian No.569 & 570 corresponding to L.R. Khatian No.580, within Mouza Shikarpur, P.S. Rajganj within the area of Gram Panchayat in the District of Jalpaiguri in the State of West Bengal, hereinafter called the “SAID BUILDING” named **“SERENITEA VILLAS”** hereunder written, according to the said sanction of the commencement certificate & simultaneously the Owner/Vendor /Promoter herein started booking process of several Units/ Flats/Shop Space/Parking Space under construction in favour of the Intending Purchaser/s. _____

AND WHEREAS the Owner/Vendor/Promoter herein have decided or agreed to sell to the Purchaser/s as per Agreement for Sale, ALL THAT one Shop/Office/Flat being Unit No._____, having **RERA Carpet Area** _____(____) **Sq.Ft.** situated at _____**Floor** of the Building along with **Roof Covered Parking** being No._____admeasuring _____**Sq.Ft.** at the _____**Floor**, hereinunder called “FLAT AND GARAGE”, more fully & particularly described in the **SECOND SCHEDULE** hereunder written, the same as so to be erected of the building comprised in R.S. Plot No.158/565, corresponding to L.R. Plot No 944 & 945, recorded in R.S. Khatian No.569 & 570, corresponding to L.R. Khatian No. 580, within Mouza Shikarpur, P.S. Rajganj within the area of Gram Panchayat in the District of Jalpaiguri in the State of West Bengal, more fully & particularly described in the **FIRST SCHEDULE** hereinabove written **TOGETHER WITH** undivided proportionate share of Land and Building more fully & particularly described in the **FIRST SCHEDULE** hereinabove written, **TOGETHER WITH** common facilities, right over passage, main entrance, stair, landing etc., more fully & particularly described in the **THIRD SCHEDULE** hereunder written, at or for a total consideration of **Rs. _____/-(Rupees _____)** only free from all encumbrances.

NOW THIS INDENTURE WITNESSES and it is hereby and hereunder agreed by and between the parties as follows: -

1. That the Owner/ Vendor /Promoter herein have agreed to sell being ALL THAT one Shop/Office/Flat No.____, having **RERA Carpet Area**_____ (____) **Sq.Ft.** situated at _____**Floor** of the Building along with **Roof Covered Parking** being No. _____admeasuring _____**Sq. Ft.** at the _____**Floor**, hereinunder called “FLAT AND GARAGE”, more fully & particularly described in the **SECOND SCHEDULE** hereunder written, the Land situated at Shikarpur, within P.S. Rajganj, comprised in R.S. Plot No.158/565 & 167/566 corresponding to L.R. Plot No.944 & 945, recorded in R.S. Khatian No.569 & 570 corresponding to L.R. Khatian No.580, Sheet No.03, within Mouza –Shikarpur P.S. Rajganj within the area of Gram Panchayat in the District of Jalpaiguri, more fully & particularly described in the **FIRST SCHEDULE** hereinabove written, **TOGETHER WITH UNDIVIDED PROPORTIONATE** share of Land and Building more fully & particularly described in the **FIRST SCHEDULE** hereinabove written, **TOGETHER WITH** common facilities, right over passage, main entrance, stair, landing etc., more fully & particularly described in the **THIRD SCHEDULE** hereunder written, at or for a total consideration of **Rs. _____/- (Rupees _____)** only and the Owner/Vendor/Promoter have acknowledged the receipt of the same. That the aforesaid consideration is inclusive/exclusive of GST.

2. That the Purchaser/s has/ have examined and inspected the Documents of title of the Owner/ Vendor /Promoter, Site Plan, Building Plan, Foundation Plan, Structural details of the beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/ Sectional Elevation details of stair cases as well as the common portions & areas and the common provisions & utilities and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents and have satisfied himself/ herself/ themselves/ itself about the standard of construction thereof including that of the property described in **SECOND SCHEDULE** purchased by the Purchaser/s and shall have no claim whatsoever upon the Owner/ Vendor /Promoter as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the Multistoried 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/ it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Owner/ Vendor /Promoter or anybody claiming through or under them and all the rights, title and interest which vested in the Owner/ Vendor /Promoter with respect to the **SECOND SCHEDULE** shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Owner/ Vendor /Promoter not to dismantle, divide or partition the property described in **SECOND SCHEDULE** hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent Unit exclusively for Residential purposes only.

5. That the Owner/ Vendor /Promoter declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Owner/ Vendor /Promoter have not previously transferred, mortgaged, contracted for sale or otherwise the said below property as described in **SECOND SCHEDULE** 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 Owner/ Vendor /Promoter shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustained in resulting therefrom.

6. That the Owner/ Vendor /Promoter further covenant with the Purchaser/s that if for any defect of title, the Purchaser/s is/ are deprived of ownership or of possession of the property as described in **SECOND SCHEDULE** or any part thereof in future, then the Owner/ Vendor /Promoter shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money as the case maybe from the date of such deprivation of ownership or of possession and the Owner/ Vendor /Promoter shall further pay adequate compensation to the Purchaser/s for any other loss or injury which the Purchaser/s may suffer or sustain in consequence thereof.

7. That the Owner/ Vendor /Promoter do hereby covenant with the Purchaser/s that the tenancy rights under which the **FIRST SCHEDULE** is held by the Owner/ Vendor /Promoter under the superior landlord the State of West Bengal is good and effectual and the interest which the Owner/ Vendor /Promoter proposes to transfer subsists and the Owner/ Vendor /Promoter have full right and authority to transfer the property as described in **SECOND SCHEDULE** to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the property as described in **SECOND SCHEDULE** 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 Owner/ Vendor /Promoter from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

9. That the Purchaser/s will obtain his/her/their/its own independent Electric connection from the W.B.S.E.D.C.L for his/ her/ their/ its electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. That the Owner/ Vendor /Promoter shall have no responsibility or any liability in this respect.

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

11. That the Purchaser/s shall has/have the right to get his/her/their/its name mutated with respect to the said **SECOND SCHEDULE** both at the office of the B.L.& L.R.O and taxes as may be levied upon him/ her/ them/ it 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 **SECOND SCHEDULE** or let-out, lease out the **SECOND SCHEDULE** to whomsoever.

13. That the Purchaser/s shall prior to transfer of his/ her/ their/ its purchased property as described in **SECOND SCHEDULE** hereto shall obtain clearance certificate with respect to the common expenses from the Owner/ Vendor /Promoter or the Owners Association formed by the Purchaser/s/ Owners.

14. 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.

15. That the Owner/ Vendor /Promoter will pay upto date taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the **SECOND SCHEDULE**.

16. That the Purchaser/s shall use the demised premises for any lawful purpose, whatsoever and the Owner/ Vendor /Promoter shall have no objection thereto.

17. That the Owner/ Vendor /Promoter shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the **SECOND SCHEDULE** except for unsold portion of the Building which shall be borne by the Owner/ Vendor /Promoter proportionately with all the Purchaser/s unless separately levied upon and charged for.

18. That the Purchaser/s shall permit entry at all reasonable times to the Owner/ Vendor /Promoter and/or his/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, preparing, running, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation or development protection and/ or safety of the BUILDING including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

19. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Owner/ Vendor /Promoter on collection of maintenance from Unit owners till the Unit owners form and constitute an Apartment Owners Association by framing a proper Memorandum of Association together with the rules and regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments and as soon as the OWNERS & OCCUPANTS form and constitute such association all the rights and liberties as well as the duties and obligation of the Vendor/Developer in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realization 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 Owners Association.

20. That the Purchaser/s shall be entitled to pay such proportionate charges for the common facility such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, lift, generator, sanitation, sweeper, Chowkidar etc. as will be determined by the Owner/ Vendor /Promoter from time to time till the time an executive body or any other authority of the building 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.

21. That so long as the said Unit of the said building shall not be separately assessed by the Purchaser/s to pay the proportionate share of taxes to the Owner/Vendor/Promoter in respect of the said Unit. If there is any type of Service Tax/GST or any other taxes is occurred then the Service and any other taxes shall be borne by the Purchaser/s.

22. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in **THIRD SCHEDULE** given hereunder) within the time allowed by the Owner/Vendor/Promoter or the Apartment Owner Association the Purchaser/s shall be liable to pay interest at the rate of 18 % per annum compoundable for the period of default on all amounts remaining so unpaid along with such dues or arrears and shall also be liable to compensate Owner/ Vendor /Promoter or the Association acting at the relevant time for any loss or damage suffered by the Owner/ Vendor /Promoter or the Association in consequence thereof.

23. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Owner/ Vendor /Promoter for the purpose of road, landings, stairs, or other community purpose/s and in the event of encroachment, the Owner/Vendor /Promoter or the executive body or any authority of the building acting as such at the relevant time shall be entitled to remove such unauthorized 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.

24. That the Purchaser/s further covenant with the Owner/ Vendor /Promoter 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 Owner/Vendor/Promoter shall not be held responsible in any manner whatsoever.

25. 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 Unit of the building, save the battery operated inverter.

26. 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.

27. 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 property pertaining to the **SECOND SCHEDULE**, provided the said facility has been allotted/sold by the Owner/ Vendor /Promoter.

28. That if any extra work to be done by the Owner/ Vendor /Promoter for the said Unit, in that event the Purchaser/s will agree to bear and/or will pay the said extra work cost to the Owner/ Vendor /Promoter after written consent and/or written letter by the Purchaser/s to the Owner/ Vendor /Promoter.

In Case of any Flooring, Electrical, Plumber or Civil Works or Any Modification/ Alteration inside the Unit done by the Purchaser/s at his/ her/their own cost shall be deducted by the Owner/Vendor/Promoter as per the discretion of the Owner/ Vendor /Promoter.

29. That any dispute or difference which may arise between the parties or his/ her / their/ its nominee/s or representative/s, with regard to the construction, meaning and effect of this Deed of Sale or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to Arbitration and the decision of the sole Arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to parties of this Deed of Sale one to be nominated by each party or his/ her/ their/ its representative/s and in case of difference of opinion between them by the umpire selected by the mat the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment.

30. Jurisdiction: Only the Courts within the Ordinary Original Civil Jurisdiction of the Jalpaiguri Civil Court shall have the Jurisdiction to entertain and determine all Actions and proceeding between the parties here to relating to or under this agreement or connected therewith including the arbitration as provided hereinabove.

MAINTENANCE CHARGES

The Maintenance Charge will be applicable from the date of registration and/ or handover of the said Unit, whichever is earlier on the Super Built-up Area alongwith applicable G.S.T. thereon per month till the time an executive body or any other authority of the apartment is formed to take care of the common maintenance of the building.

DELAY/FAILURE IN PAYMENT OF MAINTENANCE CHARGES:

Purchaser/s agree (s) and understand that the right entrance to the said Unit shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Owner/ Vendor /Promoter or the Society appointed by the Owner/ Vendor /Promoter on its sole discretion can disconnect any or all the services and connections if maintenance and/or consumption/usage charges are not forthcoming subject to penal interest @18 % per annum.

INTERNALMAINTENANCE

The scavenging of Common Areas will be carried out by Owner/ Vendor /Promoter or the Society but those inside the said Apartment will be carried out by Purchaser/s only.

BLOCKADE OR HINDRANCE TO COMMON PASSAGES, VERANDAH OR TERRACES:

Purchaser/s shall not use the said Unit in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said Building will be used by Purchaser/s for keeping/ Chaining Pets/Animals, Dogs, Birds, or no storages of cycles motorcycles, waste/ refuse, nor shall the common passages be blocked in any manner. If any of the dogs/ pets make dirty the Compound or Compound Areas of the complex, Purchaser/s will be solely responsible for cleaning the same and to ensure that pets are properly taken care of.

NUISANCE

Purchaser/s shall not be allowed to do any activity, which may be objected by other residents, such as playing of high-volume music, loudspeaker any commercial activities or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE LAND ON WHICH “SERENITEA VILLAS” STANDS)

ALL THAT piece or parcel of Vacant Land measuring about 132 Decimals or 1.34 Acres along with the Complex named “**SERENITEA VILLAS**” having Ground + 1 Storied Residential Building, appertaining to R.S. Plot No. 158/565, 167/566, corresponding to L.R. Plot No. 944 & 945 recorded in R.S. Khatian No. 569 & 570, corresponding to L.R. Khatian No. 580, within Mouza Shikarpur, J.L. No.07, P.S. Rajganj, within the area of Gram Panchayat in the District of Jalpaiguri in the State of West Bengal.

The said land is butted and bounded as follows: -

By the North : Land of R.S Plot No 167 & 168
By the South : Land of Mouza Chhat Sikarpur
By the East : 48 Feet Wide Metal Road
By the West : Land of Plot No 458.

SCHEDULE-“B”

(DESCRIPTION OF PREMISES HEREBY AGREED TO BE SOLD)

ALL THAT one **Residential Unit** being **Unit No. “_____”** in **Block No. “_____”**, (Flooring - Tiles) total area measuring **RERA Carpet Area** about _____ **Sq.ft.** and **Total Super Built-up Area** _____ **Sq.Ft.** along with a **Roof Covered Parking** being **No. _____** admeasuring _____ **Sq. Ft.** at _____ **Floor** of the “**SERENITEA VILLAS**” constructed on the land as described in Schedule - “A” hereinabove together with undivided and impartible proportionate share in the land.

THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND INSTALLATIONS-COMMON TO THE CO-OWNERS OF THE BUILDING)

- 1.** Water Pump, Water Tank, Water Pipes & common Plumbing Installation
- 2.** Generator set, Security Guard room and Common Toilet.
- 3.** Drainage and Sewerage.
- 4.** Boundary wall and main gate.
- 5.** Fire Fighting System.
- 6.** Such other common Parts, areas and equipments, installations, fixtures and fittings and space 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.

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

- i.** The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area and facilities including pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipment's in under or upon the building enjoyed or used in common by the purchasers or other occupier thereof.
- ii.** 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, security guard, sweepers, plumbers, electricians and other maintenance staffs.
- iii.** Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.
- iv.** The cost of decorating the exterior of the building. The cost of repairing and maintenance of water pump, electrical installations and lights and service charges supplies of common facilities.
- v.** Municipal taxes, multi storied building tax, if any and other similar taxes save those separately assessed on the respective flat.
- vi.** All expenses for maintenance, operating, replacing, repairing, renovating, running and operating all machinery, comprised in the common portions including CCTV,
- vii.** Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
- viii.** Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and upkeepment or the building as may be determined by the flat and /or unit Owners association.

IN WITNESS WHEREOF THE OWNER/VENDOR/PROMOTER do hereunto set and subscribed its hands and seal on this DEED OF SALE on the Day, Month and Year first above written.

The contents of this document have been gone through and understood personally by the Purchaser/s and the Owner/ Vendor/Promoter.

SIGNATURE OF OWNER/VENDOR/PROMOTER

: WITNESSESS:

1. _____

2. _____

Drafted by me and printed at my office,

ADVOCATE/SILIGURI