

DEED OF SALE

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

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All that Residential Flat, being Flat No._____, having Carpet Area of _____ Sq.ft. (Super Built-up Area _____ Sq.ft.) at _____Floor in Block-___building and the right to park one car in the Individual Parking Space No.____ measuring _____Sq.ft. at Ground Floor of the building together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX : WOODLAND NEST
PLOT NO. : 172 (R.S.)
: 398, 415 AND 416 (L.R.)
KHATIAN NO. : 17 (R.S.)
: 3726(L.R.)
MOUZA : KAUAKHARI
J.L. NO. : 72
P.S. : MATIGARA
DISTRICT : DARJEELING
CONSIDERATION : Rs._____.00

B E T W E E N

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

: 3 :

AND

ALPINE ENTERPRISES, a Partnership Firm, having its Office at Old SBI Building, 2nd Floor, Nayabazar, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, represented by its **Partner - SRI MAHABIR PRASAD DUDHANI**, son of Late Keshari Chand Dudhani, Indian by Nationality, Hindu by faith, Business by occupation, residing at Somani Mill Compound, S.F. Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, hereinafter called the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**OTHER PART**". (I.T. PAN- AAWFA2158D)

I. A) WHEREAS one Daska Singh, son of Late Uashu Singh (The Recorded Owner) had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.22 Acres forming part of R.S. Plot No.165 and 2.31 Acres forming part of R.S. Plot No.172, in total measuring 2.53 Acres, recorded in (Sabek) Khatian No.21, situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, District - Darjeeling, unto and in favour of one Parakanta Singh, son of Late Ujjal Singha, by virtue of Sale Deed, executed on 11-05-1956, being Document No.1915 for the year 1956, entered in Book-I, Volume No.22, Pages 145 to 147, registered in the Office of the Sub-Registrar, Siliguri.

B) AND WHEREAS by virtue of aforesaid Sale Deed, being Document No.1915 for the year 1956, abovenamed Parakanta Singh alias Parakanta Singha became the sole, absolute and exclusive owner of the aforesaid land measuring 2.53 Acres, having permanent, heritable and transferable right, title and interest therein.

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C) AND WHEREAS abovenamed Parakanta Singh alias Parakanta Singha, during his lifetime had transferred certain portions out of the aforesaid land and the said Parakanta Singh alias Parakanta Singha died intestate leaving behind him his wife - Smt. Saralawari Bewa, his sons - Sri Harendra Nath Singha alias Harendra Singha, Sri Narekanta Singha and Sri Shirendra Nath Singha alias Shirendra Nath Sinha and his daughter - Smt. Sabita Singha, wife of Nil Mohan Singha, as his only legal heirs to inherit the residuary land.

D) AND WHEREAS by way of inheritance, abovenamed Smt. Saralawari Bewa, Sri Harendra Nath Singha alias Harendra Singha, Sri Narekanta Singha and Sri Shirendra Nath Singha alias Shirendra Nath Sinha and Smt. Sabita Singha, became the sole, absolute and exclusive owners of all that residuary land, having permanent, heritable and transferable right, title and interest therein, each having undivided 1/5th (one-fifth) share in it.

II.A) AND WHEREAS abovenamed Smt. Saralawari Bewa and Sri Harendra Nath Singha alias Harendra Singha thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.12 Acres, forming part of R.S. Plot No.172, recorded in Khatian No.21, situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, District - Darjeeling, unto and in favour of Smt. Ava Roy, Wife of Sri Chittaranjan Roy, by virtue of Sale Deed, Dated 17-01-1984, being Document No.304 for the year 1984, registered in the Office of the Sub-Registrar, Siliguri.

B) AND WHEREAS abovenamed Smt. Saralawari Bewa and Sri Harendra Nath Singha alias Harendra Singha thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.13 Acres, forming part of R.S. Plot No.172, recorded in Khatian No.21, situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, District- Darjeeling, unto and in favour of Sri Chittaranjan Roy, Son of Late Jagabandhu Roy, by virtue of Sale Deed, executed on 17-01-1984, being Document No.305 for the year 1984, registered in the Office of the Sub-Registrar, Siliguri.

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C) AND WHEREAS abovenamed Sri Narekanta Singha thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.13 Acres, forming part of R.S. Plot No.172, recorded in Khatian No.21, situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, District - Darjeeling, unto and in favour of Sri Chittaranjan Roy, Son of Late Jagabandhu Roy, by virtue of Sale Deed, executed on 19-05-1984, being Document No.3272 for the year 1984, registered in the Office of the Sub-Registrar, Siliguri.

D) AND WHEREAS abovenamed Sri Shirendra Nath Singha alias Shirendra Nath Sinha thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.12 Acres, forming part of R.S. Plot No.172, recorded in Khatian No.21, situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, District - Darjeeling, unto and in favour of Amit Kumar Roy, Son of Sri Chittaranjan Roy, by virtue of Sale Deed, executed on 19-05-1984, being Document No.3273 for the year 1984, registered in the Office of the Sub-Registrar, Siliguri.

E) AND WHEREAS by virtue of aforesaid Sale Deeds, being Document Nos.304, 305, 3272 and 3273, all documents for the year 1984, abovenamed Sri Chittaranjan Roy, Amit Kumar Roy and Smt. Ava Roy became the sole, absolute and exclusive owners of all that aforesaid land measuring 0.50 Acres, forming part of R.S. Plot No.172, recorded in Khatian No.21, situated within Mouza- Kauakhari, Pargana- Patharghata, District - Darjeeling, having permanent, heritable and transferable right, title and interest therein and the said land was thereafter recorded in the name of abovenamed Sri Chittaranjan Roy, Amit Kumar Roy and Smt. Ava Roy in L.R. Khatian Nos.1391, 1394 and 1392 respectively, forming part of L.R. Plot Nos.398, 415 and 416.

F) AND WHEREAS abovenamed Smt. Ava Roy died intestate leaving behind her husband - Sri Chittaranjan Roy, her son - Amit Kumar Roy and her daughters - Smt. Sangeeta Das, Smt. Chitra Roy and Smt. Arpita Roy as her only legal heirs to inherit her share of 0.12 Acres in the aforesaid land measuring 0.50 Acres.

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III. A) AND WHEREAS due to bonafide inadvertence, certain discrepancies had crept in the aforesaid Sale Deeds, being Document Nos. 304, 305, 3272 and 3273, all documents for the year 1984, to the effect that the said Sale Deeds documented the land thereby transferred in Khatian No.21 whereas in the aforesaid Sale Deeds, being Document Nos. 304, 305, 3272 and 3273, all documents for the year 1984, the land thereby transferred should have been documented as transferred in (Sabek) Khatian No.21 corresponding to Hal (R.S.) Khatian No.17 instead of Khatian No.21.

B) AND WHEREAS the aforesaid discrepancies had been corrected by virtue of a Deed of Declaration, executed on 22-08-2019, being Document No.933 for the year 2019, entered in Book - IV, Volume No.0403-2019, Pages 14603 to 14668, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra, District - Darjeeling, executed by the legal heirs of abovenamed Saralawari Bewa, Harendra Nath Singha alias Harendra Singha, Narekanta Singha and Shirendra Nath Singha alias Shirendra Nath Sinha thereby affirming, confirming and declaring that the aforesaid land measuring 0.50 Acres, transferred vide aforesaid Sale Deeds, being Document Nos. 304, 305, 3272 and 3273, all documents for the year 1984, forms part of R.S. Plot No.172 and was recorded in (Sabek) Khatian No.21 corresponding to Hal (R.S.) Khatian No.17.

IV. A) AND WHEREAS abovenamed Sabita Singha died intestate leaving behind her sons- Sri Sumit Singha, Sri Ranjit Singha, Sri Sanjit Singha and Sri Gobinda Singha, and her daughters- Smt. Sarita Singha, Smt. Lalita Adhikari Singh and Smt. Anita Singha, as her only legal heirs to inherit her aforesaid undivided 1/5th (one-fifth) share in the aforesaid land measuring 0.50 Acres.

B) AND WHEREAS all that undivided 1/5th (one-fifth) share of abovenamed Sri Sumit Singha, Sri Ranjit Singha, Sri Sanjit Singha, Sri Gobinda Singha, Smt. Sarita Singha, Smt. Lalita Adhikari Singh and Smt. Anita Singha, in the aforesaid land measuring 0.50 Acres was proportionately recorded in the abovementioned L.R. Khatian Nos.1391, 1394 and 1392.

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C) AND WHEREAS abovenamed Sri Sumit Singha, Sri Ranjit Singha, Sri Sanjit Singha, Sri Gobinda Singha, Smt. Sarita Singha, Smt. Lalita Adhikari Singh and Smt. Anita Singha had transferred for valuable consideration and made over physical possession of all that undivided 1/5th (one-fifth) share in the aforesaid land measuring 0.50 Acres, unto and in favour of Sri Chittaranjan Roy, Amit Kumar Roy, Smt. Sangeeta Das, Smt. Chitra Roy and Smt. Arpita Roy, by virtue of Sale Deed, executed on 02-09-2019, being Document No.5349 for the year 2019, entered in Book-I, Volume No.0403-2019, Pages 121144 to 121202, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra.

V. A) AND WHEREAS by virtue of aforesaid two separate Sale Deeds, being Document Nos.305 and 3272, both for the year 1984, by way of inheritance, by virtue of Deed of Declaration, being Document No.933 for the year 2019 and by virtue of the aforesaid Sale Deed, being Document No.5349 for the year 2019, abovenamed Sri Chittaranjan Roy became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.284 Acres in the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by virtue of aforesaid Sale Deed, being Document No.3273 for the year 1984, by way of inheritance, by virtue of Deed of Declaration, being Document No.933 for the year 2019 and by virtue of the aforesaid Sale Deed, being Document No.5349 for the year 2019, abovenamed Sri Amit Kumar Roy became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.144 Acres in the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS by way of inheritance, by virtue of Deed of Declaration, being Document No.933 for the year 2019 and by virtue of the aforesaid Sale Deed, being Document No.5349 for the year 2019, abovenamed Smt. Sangeeta Das became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.024 Acres in the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

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D) AND WHEREAS by way of inheritance, by virtue of Deed of Declaration, being Document No.933 for the year 2019 and by virtue of the aforesaid Sale Deed, being Document No.5349 for the year 2019, abovenamed Smt. Chitra Roy became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.024 Acres in the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS by way of inheritance, by virtue of Deed of Declaration, being Document No.933 for the year 2019 and by virtue of the aforesaid Sale Deed, being Document No.5349 for the year 2019, abovenamed Smt. Arpita Roy became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 0.024 Acres in the aforesaid land measuring 0.50 Acres, having permanent, heritable and transferable right, title and interest therein.

F) AND WHEREAS abovenamed Sri Chittaranjan Roy, Sri Amit Kumar Roy, Smt. Sangeeta Das, Smt. Chitra Roy and Smt. Arpita Roy had thereafter collectively transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.08 Acres forming part of R.S. Plot No.172 corresponding to L.R. Plot No.398, recorded in R.S. Khatian No.17 corresponding to L.R. Khatian No.1391, 0.01 Acre forming part of R.S. Plot No.172 corresponding to L.R. Plot No.415, recorded in R.S. Khatian No.17 corresponding to L.R. Khatian No.1391, 0.17 Acres forming part of R.S. Plot No.172 corresponding to L.R. Plot No.416, recorded in R.S. Khatian No.17 corresponding to L.R. Khatian No.1391, 0.12 Acres forming part of R.S. Plot No.172 corresponding to L.R. Plot No.416, recorded in R.S. Khatian No.17 corresponding to L.R. Khatian No.1394 and 0.12 Acres forming part of R.S. Plot No.172 corresponding to L.R. Plot No.416, recorded in R.S. Khatian No.17 corresponding to L.R. Khatian No.1392, IN TOTAL MEASURING 0.50 ACRES, situated within Mouza- Kauakhari, J.L. No.72, Pargana - Patharghata, P.S.- Matigara, District - Darjeeling, unto and in favour of **ALPINE ENTERPRISES**, by virtue of Sale Deed, executed on 30-09-2019, being Document No.6311 for the year 2019, entered in Book-I, Volume No.0403-2019, Pages 144516 to 144556, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra.

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VI. A) WHEREAS one Daska Singh, Son of Late Uashu Singh (The Recorded Owner), had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.22 Acres, forming part of R.S. Plot No.165 and 2.31 Acres, forming part of R.S. Plot No.172, in total measuring 2.53 Acres, recorded in (Sabek) Khatian No.21, situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, District-Darjeeling, unto and in favour of one Parakanta Singh, son of Late Ujjal Singha, by virtue of Sale Deed, Dated 11-05-1956, being Document No.1915 for the year 1956, entered in Book-I, Volume No.22, Pages 145 to 147, registered in the Office of the Sub-Registrar, Siliguri.

B) AND WHEREAS by virtue of aforesaid Sale Deed, being Document No.1915 for the year 1956, abovenamed Parakanta Singh alias Parakanta Singha, became the sole, absolute and exclusive owner of the aforesaid land measuring 2.53 Acres, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Sri Parakanta Singha had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.16 Acres out of the aforesaid land, forming part of R.S. Plot No.172, recorded in (Sabek) Khatian No.21 corresponding to Hal (R.S.) Khatian No.17, situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, District - Darjeeling, unto and in favour of Sri Dhan Kumar Gurung, son of Late Bhagiman Gurung, by virtue of Sale Deed, executed on 17-06-1969, being Document No.3033 for the year 1969, entered in Book-I, Volume No.30, Pages 282 to 284, registered in the Office of the Sub-Registrar, Siliguri.

AND WHEREAS abovenamed Sri Dhan Kumar Gurung thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.16 Acres, unto and in favour of Sri Chittaranjan Roy, son of Late Jagatbandhu Roy, by virtue of Sale Deed, executed on 13-06-1983, being Document No.4315 for the year 1983, entered in Book-I, Volume No.81, Pages 57 to 62, registered in the Office of the Sub-Registrar, Siliguri.

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D) AND WHEREAS abovenamed Sri Parakanta Singha had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.17 Acres, forming part of R.S. Plot No.172, recorded in (Sabek) Khatian No.21 corresponding to Hal (R.S.) Khatian No.17, situated within Mouza- Kauakhari, J.L. No.72, Pargana-Patharghata, District- Darjeeling, unto and in favour of Sri Ashwani Kumar Giri, son of Sri Nagendra Giri, by virtue of Sale Deed, executed on 30-06-1969, being Document No.3034 for the year 1969, entered in Book-I, Volume No.34, Pages 77 to 79, registered in the Office of the Sub-Registrar, Siliguri.

AND WHEREAS abovenamed Sri Ashwani Kumar Giri thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.17 Acres, unto and in favour of Sri Chittaranjan Roy, son of Late Jagatbandhu Roy, by virtue of Sale Deed, executed on 13-06-1983, being Document No.4316 for the year 1983, registered in the Office of the Sub-Registrar, Siliguri.

VII. AND WHEREAS by virtue of aforesaid two separate Sale Deeds, being Document Nos.4315 and 4316 for the year 1983, abovenamed Sri Chittaranjan Roy, son of Late Jagatbandhu Roy became the sole, absolute and exclusive owner of the aforesaid land in total measuring 0.33 Acres and out of the said land 0.02 Acres of land was embedded in road.

VIII. AND WHEREAS Sri Chittaranjan Roy had thereafter transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.15 Acres forming part of R.S. Plot No.172 corresponding to L.R. Plot No.398 and 0.16 Acres forming part of R.S. Plot No.172 corresponding to L.R. Plot No.415, IN TOTAL MEASURING 0.31 ACRES, recorded in R.S. Khatian No.17 corresponding to L.R. Khatian No.1391, situated within situated within Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, P.S.- Matigara, District - Darjeeling, unto and in favour of **ALPINE ENTERPRISES**, by virtue of Sale Deed, executed on 15-11-2019, being Document No.6736 for the year 2019, entered in Book-I, Volume No.0403-2019, Pages 155909 to 155932, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra.

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IX. A) AND WHEREAS by virtue of aforesaid two separate Sale Deeds, being Document Nos.6311 and 6736, both for the year 2019, abovenamed **ALPINE ENTERPRISES** (The Vendor of these presents) became the sole, absolute and exclusive owner of the aforesaid land in total measuring 0.81 Acres, more particularly described in the Schedule-A given hereinbelow, having permanent, heritable and transferable right, title and interest therein and the said land was recorded in its name in the record of rights being L.R. Khatian No.3726, Mouza - Kauakhari, J.L. No.72, Pargana - Patharghata, P.S.- Matigara, District - Darjeeling.

B) AND WHEREAS the character of the Schedule-A land was converted from Rupni / Danga to Commercial Bastu vide Conversion Case No.CN/2020/0401/37, by the Office of the Sub-Divisional Land and Land Reforms Officer, Siliguri.

X. AND WHEREAS the Vendor is constructing a four storied Residential cum Commercial Building on the Schedule-A land, as per plan approved by the Executive Officer, Matigara Panchayat Samity, vide Order No.319/MPS, dated 06-08-2021.

XI. AND WHEREAS the Vendor has divided the said building into several independent flats / units / premises / parking spaces along with the common facilities.

XII. AND WHEREAS the Vendor has 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 along with 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 flats / units/ premises/ parking spaces proportionate to the total constructed area on the said land.

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XIII. AND WHEREAS the Vendor has now firmly and finally decided to sell and has offered for sale to the Purchaser/s all that Residential Flat, being Flat No._____, having Carpet Area of _____ Sq.ft. (Super Built-up Area _____ Sq.ft.) at _____Floor in Block-___building and the right to park one car in the Individual Parking Space No._____ measuring _____Sq.ft. at Ground Floor of the building, alongwith undivided proportionate share and interest in the land on which the said building stands, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs._____.00 (Rupees _____) only.

XIV. 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 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 has/have agreed to purchase from the Vendor 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.

XV. AND WHEREAS the Vendor has 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 at a consideration of Rs._____.00 (Rupees _____) only under the conditions mentioned hereinunder.

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 Vendor, by Cheque/RTGS, the receipt of which is acknowledged by the Vendor by execution of these presents and the Vendor do hereby grants full discharge to the Purchaser/s from the payment thereof and the Vendor doth hereby conveys and transfers 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 Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereinunder) 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 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 Vendor as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

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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 Vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendor with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant/s with the Vendor 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 Vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendor has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

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

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7. That the Purchaser/s shall permit entry at all reasonable times to the Vendor and/or its agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, any thing whatsoever in relation 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 Vendor 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 Vendor shall have no responsibility or any liability in this respect.

9. That the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest 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 and shall pay such taxes as may be levied upon him/her/them from time to time.

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 Vendor 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 Vendor 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 Vendor 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 Vendor on collection of maintenance from flat / unit / premises owners and thereafter the owners and occupants of different flats / units / premises 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 flat / unit / premises 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 Vendor in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realisation of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such 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 Vendor from time to time till the time an executive body or any other authority of the building or Apartment Owners' Association is formed to take care of the common maintenance of the building.

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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 Vendor or the Apartment Owners' Association, the Purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Vendor or the Association acting at the relevant time for any loss or damage suffered by the Vendor 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 Vendor or the Apartment Owners' Association.

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

: 18 :

20. That the Purchaser/s further covenant/s with the Vendor not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary, the Purchaser/s shall be fully responsible for it and the Vendor 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 Vendor 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 Vendor saved harmless and indemnified in respect thereof.

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

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 Vendor save at the place as be indicated thereof.

: 19 :

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 Vendor.

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

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

24. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendor or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court at Siliguri.

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SCHEDULE - A

All that piece or parcel of land measuring 0.81 Acres, situated within Mouza - Kauakhari, J.L. No.72, under Gram Panchayat Area, Pargana - Patharghata, P.S. - Matigara, in the District of Darjeeling.

R.S. Khatian No.	L.R. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area of Land
17	3726	172	398	0.23 Acres
			415	0.17 Acres
			416	0.41 Acres
			Total :-	0.81 Acres

This land is bounded and butted as follows:-

By North : Land of Pradip Ghosh and Madhab Ghosh,

South : Land of Bidyut Dey, Raja Gurung and Niranjan Bhowmick,

East : 25 Feet wide Road,

West : Land of Jagabandhu Sarkar.

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SCHEDULE - B

All that _BHK Residential Flat, being Flat No._____, having Carpet Area of _____ Sq.ft. (Super Built-up Area _____ Sq.ft.) at _____Floor in Block-___building and the right to park one car in the Individual Parking Space No.____ measuring _____Sq.ft. at Ground Floor of the building named " WOODLAND NEST ", together with undivided proportionate share in the Schedule-A land on which the said building stands, forming part of R.S. Plot No.172 corresponding to L.R. Plot Nos.398, 415 and 416, recorded in R.S. Khatian No.17 corresponding to L.R. Khatian No.3726, situated within Mouza - Kauakhari, J.L. No.72, under Gram Panchayat Area, Pargana - Patharghata, P.S.- Matigara, District - Darjeeling.

SCHEDULE - C

(COMMON PROVISIONS AND UTILITIES)

1. Stair case, Automatic Elevator and stair case landing on all floors.
2. Common entry on the ground floor.
3. Top Roof of the building with Roof-top Yoga Deck and Sit-outs.
4. Water pump, water tank, water pipes & common plumbing installation.
5. Generator Set, 24 × 7 Power Back-up, CCTV Surveillance, Security Guard Room and Common Toilet.
6. Fire Fighting System, Drainage and sewerage.

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7. Children Play Area, Boundary wall and main gate.

8. 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.

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.

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5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayat Tax, Water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/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 Vendor and/or the service organisation for the common purposes.

: 24 :

IN WITNESSES WHEREOF THE AUTHORISED SIGNATORY OF THE VENDOR IN GOOD HEALTH AND CONSCIOUS MIND HAS PUT HIS 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 and the Vendor.

2.

VENDOR

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.