

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____, 2026 (TWO THOUSAND TWENTY-FIVE)

BY AND BETWEEN

1. SMT. INDIRA PRAVA THAKUR (PAN : AECPT0598J), W/o Sri Dipak Thakuri Indian by Citizen, Hindu by religion, Housewife by Occupation **2. SMT PRISCILLA SINHA (PAN : CRTPS8231H)**, D/o Late Anil Chandra Sinha, Indian by Citizen, Hindu by religion Housewife by Occupation **3. SRI ANUP CHANDRA SINHA (PAN : FHPPS1547M)** S/o Late Anil Chandra Sinha Indian by Citizen Christian by religion, Business by Occupation all are resident of Meghnad Saha Sarani, Pradhan nagar under Siliguri Municipal Corporation Ward No III, P.O & P.S –Pradhannagar Dist-Darjeeling, West Bengal, Pin-734003

-----hereinafter jointly and collectively called as the LAND OWNERS/
FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

[IF THE ALLOTTEE IS A 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]

1 | Page _____, 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

"TRISHA BUILDERS LLP", (PAN: AAUFT7119H), a Limited Liability Partnership firm, having its Registered Office at Flat No A, Darshan Kunj, Bhanu Bhakta Sarani P.O & P.S-Pradhan Nagar, Dist-Darjeeling West Bengal PIN-734003 in the State of West Bengal, represented by one of its **Partners (1) ARUN KUMAR BISWAS (PAN : ADCPB3873B) S/O Late Narayan Chandra Biswas and (2) ARIJEET KUMAR BISWAS (PAN : EGEPB5356N) S/O Sri Arun Kumar Biswas** both Hindu by Religion, Business by Occupation, Indian by Citizenship, residing of Bhanu Bhakti Sarani P.O & P.S Pradhan Nagar Dist-Darjeeling West Bengal PIN-734003, here in after called the **"DEVELOPER/SECOND PARTY"** (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 **THIRD PART**.

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

- A.** The First Part is the absolute and lawful owner of the total land measuring 34 Decimals by virtue of Deed of Conveyance as follows: -

WHEREAS One Smt Buddimaya Devi (Martha) W/o Late Nandlal Thomas resident of Siliguri Dist-Darjeeling was recorded owner of all that piece and parcel of land measuring 3.81 Acre as per Revisional settlement having sixteen annas share recorded in R.S Khatain No 421 R.S Plot Nos 318, 319, 320, 321, 322 & 329 within Mouza Siliguri P.S Siliguri Now Pradhannagar J.L No 110(88) Touzi No 3 (ja) Pargana Baikunthapur Dist : Darjeeling and she was in actual and khas possession of the Land and the Land is free from all encumbrances and charges whatsoever

AND

WHEREAS said Smt Buddimaya Devi (Martha) died interstate on 21/10/1980 leaving her only son Samuel Sinha S/O late Nandalal Thomas @ Nandlal Thomas who also subsequently died leaving behind Indira Prava Thakuri and Anil Chandra Sinha as his only Legal heirs and successors and they had acquired right, title and interest in and over the landed property left by Buddhimaya Devi (Martha) having 50 % Share

WHEREAS said Anil Chandra Chandra Sinha died 06/01/2018 leaving behind his daughter SMT PRISCHILLA SINHA and son namely SRI ANUP CHANDRA SINHA as his only legal heirs and successors and they have acquired right, title and interest in and over the landed property left by Buddimaya Devi (Martha) having 25% share each.

AND

WHEREAS aforesaid first party no 1 Indira Prava Thakuri got her name recorded in the present settlement record and separate L.R Khatain being no 4658 was opened in her name for the total Land measuring 0.17 acres situated at Mouza Siliguri Uttar Paschim J.L No 89 L.R plot No-2818 under P.S –Pradhannagar Dist-darjeeling West Bengal ,the first party No 2 Smt Priscilla Sinha got her name recorded in the present settlement record and separate L.R khatain being no 4659 was opened in her name for the total Land measuring 0.085 Acres situated at Mouza Siliguri Uttar Paschim J.L No 89 L.r plot no 2818 under P.s Pradhannagar Dist-Darjeeling West bengal and the first party No 3 Sri Anup Chandra Sinha got his name recorded in present settlement record and separate L.R Khatain being No 4660 was opened in his name for the total land measuring 0.085 acres situated in Mouza siliguri uttar paschim J.L No 89 L.r Plot No 2818 under P.S –Pardhannagar Dist-darjeeling West bengal and since then the aforesaid First Parties/Landowners are in actual and khas possession over the Land and the Land is free from all encumbrances and charges whatsoever more described in schedule below (hereinafter referred as the below schedule Land) freely, openly and without any objection and interruption whatsoever.

WHEREAS the First Parties are desirous of constructing a Residential Cum Commercial building for the purpose of selling them on ownership basis/renting/ leasing to various intending customers/ buyers and thereby make profits thereof on the land.

WHEREAS the First Party are unable to construct the said residential building due to lack of funds, experiences, expertise, energy and preoccupations.

AND WHEREAS the Third Party is a bona-fide and renowned Developer/Promoter/Contractor/Builder, having experience in design and Construction and adequate resources of finance in construction of multi-storeyed Building and has got standing goodwill and reputation to collect advance securities During the tenure of construction.

AND WHEREAS the First Party having come to know about the credential of the Third party, the First Party approaches the Second Party to construct a Multi-storeyed residential cum Commercial building on the land as above referred as fully described in The schedule given below either building wise/block wise or in piece meals on the Basis of the map to be approved by the competent authority or as to be mutually Agreed upon by both the parties taking into account or consideration the maximum Utility of the land. The Second Party shall do all such construction from its own Resources, efforts and endeavours and shall recover the investment cost by Selling/leasing the construction blocks/ building/ utility areas/common spaces to the intending buyers/purchasers/company's/ organizations/co-operatives and/or as Deemed fit from its allocated share.

B. AND WHEREAS Developer namely **“TRISHA BUILDERS LLP”** subsequently initiated for building plan and in this process after having obtained the approved L.U.C.C. memo number 313953/SJDA, dated 19/12/2024, approved by the S.J.D.A., Siliguri and the Building plan was

approved by Siliguri Municipal Corporation ,being Building permit No **SWS-OBPAS/0104/2025/2065** ,dated 27/05/2026 approved by Siliguri Munipal Corporation and in the manners aforesaid the“**TRISHA BUILDERS LLP**”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.

- C. The Said Land is Earmarked for the purpose of building a [*Residential Cum Commercial*] Project,comprising a Ground+5 Storied Residential Building and the said project shall be known as “**BUDHIMAYA APARTMENT**” (Project);

Providedthatwherelandisearmarkedforanyinstitutionaldevelomentthesameshall be used for those purposes only and no Commercial/Residential Development shall be permitted unless it is a part of the plan approved by the competent authority.

- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the said land on which Project is to be constructed have been completed;
- E. The Siliguri Minicipal, Corporation has approved the Building Plan vide approval dated being **Permit No SWS-OBPAS/0104/2025/2065 dated 27/05/2026**
- F. The Promoter has obtained the final layout plan approvals for the Project from Siliguri Municipal Corporation The Vendor 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;
- G. The Promoter hereby undertake to register the Project under the provisions of the Act with the Real Estate Regulatory Authority, vide Registration No._____,dated _____;
- H. The Allottee(s) had applied for an apartment in the Project and has been allotted the apartment No., having carpet area measuringsquare feet, super built-up area measuring square feet on..... Floor in Block No.... ("Building") along with One parking Space measuring.....square feet in theFloor as mentioned in the Schedule 'B' Property, as permissible under the applicable Law.
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J.
(Please enter any additional disclosures/details)
- K. The Parties hereby confirm that they are signing and executing this Agreement with full knowledge of all thelaws,rules,regulations,notifications,etc.,applicable to the Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter hereby agree to sell and the Allottees hereby agree to purchase the Schedule 'B' Property;

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. _____ ad measuring Sq. Ft. at the _____ Floor, herein under 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 corresponding to L.R. Plot No. 580, recorded in R.S. Khatian No. 569 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 herein above written, TOGETHER WITH UNDIVIDED PROPORTIONATE share of Land and Building more fully & particularly described in the FIRST SCHEDULE herein above written, TOGETHER WITH common facilities, right of over passage, main entrance, stair, landing etc.,

Morefully & particularly described in the **THIRD SCHEDULE** hereunder written, at or for
a total consideration of **Rs. _____/- (Rupees**
_____)onlyandtheOwner/Vendor
/Promoter have acknowledged the receipt ofthe 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/ SectionalElevationdetails ofstaircases as wellas the commonportions & areas and the common provisions & utilities and have also seenand 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 whatsoeveruponthe Owner/ Vendor /Promoter as to constructionplan, qualityofmaterials used or standard of workmanship in the construction thereofincluding foundation of the Multistoried Building and/or development, installation, erection and construction of the common provisions & utilities.

3. ThatthePurchaser/sshall haveallrights, titleand interestinthepropertiesoldand 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** herebysold and conveyed in favour ofthe Purchaser/s inpart or parts inany manner

Whatsoever and the same shall be held 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 may be 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 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 hereinunder) 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 them at 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 proceedings between the parties hereto 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 along with 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.

INTERNAL MAINTENANCE

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, VERANDA 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.

**SCHEDULE-“A”
(DESCRIPTION OF THE LAND)**

ALL THAT piece or parcel of Vacant Land measuring about 34 Decimal along with the Complex named **“BUDHIMAYA APARTMENT”** having Ground + 5 Storied Residential Cum Commercial Building, appertaining to R.S. Plot No 318, 319 & 320, recorded in R.S. Khatian No. 421 corresponding to L.R Plot No 2818 recorded in L.R Khatain No 4658, 4659 & 4660, within Mouza Siliguri (R.S) J.L No 110(88) (R.S), 89 (L.R) situated in Nivedita Road Under siliguri Municipal corporation Ward No .111 P.S-Pradhan Nagar Dist-Darjeeling West bengal-734003

The said land is butted and bounded as follows: -

By the North	:	22 ft Wide Pucca Patel Road
By the South	:	Land of Anjona Singh
By the East	:	70 ft Wide Pucca Nivedita Road
By the West	:	Presbyterian Church of India

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 “**BUDHIMAYA APARTMENT** ” constructed on the land as described in Schedule - “A” hereinabove together with undivided and impartible proportionate share in the land.

THIRDSCHEDULEABOVEREFERREDTO
(COMMONAREASANDINSTALLATIONS-COMMONTOTHECO-OWNERSOFTHEBUILDING)

- 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,istallations ,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
up

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

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

SIGNATURE OF OWNER/VENDOR/PROMOTER

: WITNESSES:

1. _____

2. _____

Drafted by me and printed at my office,