

DEED OF CONVEYANCE (SALE)

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

BETWEEN

“PREMIER DEVELOPERS”, (PAN : ABDFP3928N), a partnership firm, having its Registered Office at City Mall Building, Sevoke Road, Siliguri, P.O. & P.S. Siliguri, District Darjeeling, Pin - 734001, in the State of West Bengal, represented by one of its **Partner : SRI RISHAV GARG** (PAN: BWPPG2391Q & AADHAAR : 858841772558), Son of Sri Rupesh Kumar Agarwal, Hindu by Religion, Business by Occupation, Indian by Citizenship, residing at Garg Kutir, Deokota Toll, P.O. & P.S. Jaigaon, District Alipurduar, Pin - 736182, in the State of West Bengal ----- hereinafter called the **“OWNER/ VENDOR/ 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. _____) authorised 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 No. _____) 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).

WHEREAS:-

Unless in this Indenture, there be something contrary or repugnant to the subject or context:-

A) OWNER/VENDOR/PROMOTER shall mean “**PREMIER DEVELOPERS**”, (PAN : _____), a partnership firm, having its Registered Office at City Mall Building, Sevoke Road, Siliguri, P.O. & P.S. Siliguri, District Darjeeling, Pin - 734001, in the State of West Bengal, represented by one of its **Partner : SRI RISHAV GARG** (PAN: _____ & AADHAAR: _____), Son of Sri Rupesh Kumar Agarwal, Hindu by Religion, Business by Occupation, Indian by Citizenship, residing at Garg Kutir, Deokota Toll, P.O. & P.S. Jaigaon, District Alipurduar, Pin - 736182, in the State of West Bengal.

B) PURCHASER/S shall mean **[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. _____) authorised 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 _____.

C) PREMISES / BUILDING shall mean all that Basement + Ground + 5 Storied Residential Cum Commercial Building Brick - Built and premises TOGETHER WITH the piece and parcel of revenue redeemed land thereunto belonging whereon or on part whereof the same would erect and building containing an area measuring 28 Decimals, appertaining to R.S. Plot No. 9665, 9666, corresponding to L.R. Plot

No.495 & 496, recorded in R.S. Khatian No. 5269, 5278, corresponding to L.R. Khatian No.13902, within Mouza Siliguri (Old) Now Siliguri Purba (New), J. L. No. 110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No. 13 of S.M.C, Dist. - Darjeeling in the State of West Bengal more fully and wherever the context so permits or intends shall including the building thereon.

D) PLAN shall mean the Plan being No. **SWS-OBPAS/0104/2025/0374** dated 13.05.205, comprised in R.S. Plot No.9665, 9666, corresponding to L.R. Plot No. 495 & 496, recorded in R.S. Khatian No. 5269, 5278, corresponding to L.R. Khatian No.13902, within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No. 110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No. 13 of S.M.C, Dist. -Darjeeling in the State of West Bengal.

E) UNIT shall mean one Shop, Office, Flat and Garage, as also any flat with garage or car parking space if any, forming such as unit within the building would erect in R.S. Plot No.9665, 9666, corresponding to L.R. Plot No.495 & 496, recorded in R.S. Khatian No.5269, 5278, corresponding to L.R. Khatian No. 13902, within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No.110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No.13 of S.M.C, Dist. - Darjeeling in the State of West Bengal.

F) UNDIVIDED SHARE shall mean the undivided impartibly proportionate share in the land comprised in R.S. Plot No.9665, 9666, corresponding to L.R. Plot No. 495 & 496, recorded in R.S. Khatian No. 5269, 5278, corresponding to L.R. Khatian No.13902, within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No. 110(88) attributable and allocable as against any unit as aforesaid or relating thereto, the same being a part thereof in fact.

G) COMMON AREAS AND INSTALLATION shall mean those of the Common Area and Facilities mentioned and specified in the **THIRD SCHEDULE** hereunder written and declared and expressed by the Owner/ Vendor /Promoter for common use and enjoyment of Co - owners.

H) COMMON EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the building and in particular, the Common areas, and Installations and radiation of common services in common of the co-owners, and all other expenses for the common purpose including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the co - owners.

I) CO - OWNERS according to the context shall mean all the Buyers/ Owners, who for the time being shall either complete the purchase of any Unit in the Building, or have agreed to purchase any Unit of the Building, and take lawful possession of any such, unit, and all the unsold Units and/ or Units therein possession where of not being parted with by the OWNER/PROMOTER/VENDOR.

J) ASSOCIATION shall mean the Association to be formed by all the co - owners as aforesaid for joint core, securities, preservation and maintenance of the said building, all the co - owners being agreement being to join such association or due formation thereof paying proportionately for such purpose.

K) PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE according to the context shall mean

(i) Where it refers to the share of the Purchaser/s in the lands comprised in the said premises the share of any Purchaser/s therein shall be in the proportion in which the Super built-up area of the said unit may be in total area of the lands as contained in the premises as aforesaid where on the building housing the units as aforesaid, inclusive of the one being the subject matter hereof, remain situate.

(ii) Where it refers to the share of the Purchaser/s in the Common Areas and Installations the share of any Purchaser/s therein shall be in the proportion in which the super built up area of the said unit be to super built up area of all the Unit in the Building the share of the any Purchaser/s in common expenses therefore similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/ or taxes payable as, or under common expenses such share shall be determine on the basis of such rates and/ or taxes as shall be levied their against individually.

WHEREAS:

The above-named owner namely **“PREMIER DEVELOPERS”** is the absolute title & in possession of the total land measuring 28 Decimals or 0.28 Acres by virtue of Six Deed of Conveyance as follows: -

i) Recorded in Book No. I, being Document No.1500, for the year 2024, registered in the office of the A.D.S.R. Siliguri, West Bengal, land measuring 0.0425 Acres, appertaining to R.S. Plot No.9666 corresponding to L.R. Plot No.495, recorded in R.S. Khatian No.5269 corresponding to L.R. Khatian No.306, within Mouza Siliguri (Old) Now Siliguri Purba (New), J. L. No. 110(88), Pargana -Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No. 13 of S.M.C, Dist. - Darjeeling.

ii) Recorded in Book No. I, being Document No.1506, for the year 2024, registered in the office of the A.D.S.R. Siliguri, West Bengal, land measuring 4.86 Decimals appertaining to R.S. Plot No.9665 corresponding to L.R. Plot No.496, recorded in R.S. Khatian No.5278 corresponding to L.R. Khatian Nos.13654, 13655, 13656, 13657, 13658 & 13659 within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No. 110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No.13 of S.M.C, Dist. - Darjeeling.

iii) Recorded in Book No. I, being Document No.1513, for the year 2024, registered in the office of the A.D.S.R. Siliguri, West Bengal, land measuring 4.88 Decimals, appertaining to R.S. Plot No. 9665 corresponding to L.R. Plot No. 496, recorded in R.S. Khatian No. 5278 corresponding to L.R. Khatian Nos.13649, 13650, 13652 & 13653 within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No.110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No. 13 of S.M.C, Dist. - Darjeeling.

iv) Recorded in Book No. I, being Document No.1531, for the year 2024, registered in the office of the A.D.S.R. Siliguri, West Bengal, land measuring 0.0425 Acres, appertaining to R.S. Plot No. 9666 corresponding to L.R. Plot No. 495, recorded in R.S. Khatian No. 5269 corresponding to L.R. Khatian No. 306, within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No.110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No. 13 of S.M.C, Dist. - Darjeeling.

v) Recorded in Book No. I, being Document No. 1542, for the year 2024, registered in the office of the A.D.S.R. Siliguri, West Bengal, land measuring 4.88 Decimals, appertaining to R.S. Plot No.9665 corresponding to L.R. Plot No.496, recorded in R.S. Khatian No.5278 corresponding to L.R. Khatian Nos.13651, 13664, 13665 & 13666 within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No.110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No. 13 of S.M.C, Dist. - Darjeeling.

vi) Recorded in Book No.I, being Document No.1551, for the year 2024, registered in the office of the A.D.S.R. Siliguri, West Bengal, land measuring 4.88 Decimals, appertaining to R.S. Plot No.9665 corresponding to L.R. Plot No.496, recorded in R.S. Khatian No.5278 corresponding to L.R. Khatian Nos.13660, 13661, 13662 & 13663 within Mouza Siliguri (Old) Now Siliguri Purba (New), J. L. No. 110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani), Ward No. 13 of S.M.C, Dist. - Darjeeling.

AND WHEREAS thereafter the aforesaid Vendor, **“PREMIER 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. 13902 was framed in the name of **“PREMIER DEVELOPERS”** as per provision of W.B.L.R Act, 1955.

AND WHEREAS the aforesaid Vendor, **“PREMIER 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 - 13929/SJDA, dated 17/12/2024, approved by the S.J.D.A., Siliguri and the site plan was approved by Siliguri Municipal Corporation, being **Plan No. SWS-OBPAS/0104/2025/0374**, dated 13-05-2025 approved by Siliguri Municipal Corporation and in the manners aforesaid the **“PREMIER 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 aforesaid owner namely **“PREMIER DEVELOPERS”** had also obtained a Holding No. from Siliguri Municipal Corporation against the aforesaid land, being **Holding No. 59/398/240/773/A**.

AND WHEREAS the said Land is earmarked for the purpose of building a [*Commercial/ Residential*] project, comprising a Basement + Ground + 5 Storied Residential Cum Commercial Building and the said project shall be known as **“PRIME PARADISE”** (Project);

AND WHEREAS thereafter the SILIGURI MUNICIPAL CORPORATION has Granted the Commencement Certificate to develop the Project vide approval being **Plan No. SWS-OBPAS/0104/2025/0374**, dated **13/05/2025**.

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 SILIGURI MUNICIPAL CORPORATION 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. 9665, 9666, corresponding to L.R. Plot No. 495 & 496, recorded in R.S. Khatian No.5269, 5278, corresponding to L.R. Khatian No.13902, within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No.110(88), Pargana-Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No.13 of S.M.C, Dist. - Darjeeling in the State of West Bengal, hereinafter called the "SAID BUILDING" named "**PRIME PARADISE**" 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 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. 9665, 9666, corresponding to L.R. Plot No.495 & 496, recorded in R.S. Khatian No. 5269, 5278, corresponding to L.R. Khatian No. 13902, within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No. 110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani) Ward No.13 of S.M.C, Dist. - Darjeeling 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**, herein under called “FLAT AND GARAGE”, more fully & particularly described in the **SECOND SCHEDULE** hereunder written, the Land situated at Punjabi Para (Bhagat Singh Sarani) Ward No.13 of S.M.C, Siliguri, P.O. SILIGURI, within P.S. Siliguri, comprised in R.S. Plot No.9665 & 9666 corresponding to L.R. Plot No.495 & 496, recorded in R.S. Khatian No.5269 & 5278 corresponding to L.R. Khatian No.13902, R.S. Sheet No.02 corresponding to L.R. Sheet No.19, within Mouza - Siliguri (Old) Now Siliguri Purba (New), J.L. No. 110(88), Pargana - Baikunthapur, P.S. Siliguri, within Ward No.13 of Siliguri Municipal Corporation, District Darjeeling 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 staircases 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 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 proceeding 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 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.

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, 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 REFFERED TO

(DESCRIPTION OF THE LAND ON WHICH “PRIME PARADISE” STANDS)

ALL THAT piece or parcel of Vacant Land measuring about 28 Decimals or 0.28 Acres alongwith the Complex named “**PRIME PARADISE**” having Basement + Ground + 5 Storied Residential Cum Commercial Building, appertaining to R.S. Plot No. 9665, 9666, corresponding to L.R. Plot No. 495 & 496, recorded in R.S. Khatian No.5269, 5278, corresponding to L.R. Khatian No.13902, within Mouza Siliguri (Old) Now Siliguri Purba (New), J.L. No.110(88), Pargana - Baikunthapur, P.S. Siliguri, situated at Punjabi Para (Bhagat Singh Sarani), Ward No.13 of S.M.C, Dist. - Darjeeling in the State of West Bengal.

The said land is butted and bounded as follows:-

By the North : _____;
By the South : _____;
By the East : _____;
By the West : _____;

SECOND SCHEDULE ABOVE REFFERED TO

(DESCRIPTION OF FLAT PREMISES & ROOF COVERED PARKING HEREBY SOLD)

ALL THAT one **Residential/Commercial/Semi-Commercial/Office Space** being **Flat/ Shop/Office No. “_____”** in **Block No. “_____”**, (Flooring - Tiles) total measuring **Rera Carpet Area** about _____ and **Total Super Built-up Area** _____ **Sq.Ft.** situated at _____ **Floor**, of the building named **“PRIME PARADISE”** along with a **Roof Covered Parking** being No. _____ admeasuring _____ **Sq. Ft.** at _____ **Floor** of the building 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. Staircase on All Floors,
2. Staircase Landing on All Floors,
3. Common Passage and Lobby on the Ground Floor excepting ot her Allotted Space, Water Pump, Water Tank, LIFT, Water Pipe and other Common Plumbing Installations.
4. Electrical Wiring and Fittings and Fixtures for lighting the staircase, Lobby and Landings and Electrical Installations with main Switches and Meters and Space required therefore.
5. General Common Elements of all appurtenances and facilities and other items which are not part of the said Apartment.
 - (a) Exterior conducts utility lines Septic Tank/Tanks.

- (b) Public Connection, Meters, GAS, electricity, Telephone and Water Owned by Public Utility or other providing services and located outside the complex.
- (c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- (d) All elevations including shafts walls machine rooms.
- (e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
- (f) The foundation, fittings, columns, girders, beams, support exterior walls of the complex beyond the “SAID APARTMENT” side or interior load bearing walls within the complex or concrete floors lab except the roof slab and all concrete ceilings and all staircases in the building.
- (g) Telephone and electrical systems contained within the said building.
- (h) Deep tube well for water supply.

**Specification, Amenities, Facilities
(Which are part of the project)**

1. Lifts in each Block.
2. A.C. Community Hall with Open Lawn.
3. Power backup for Common Area only.
4. Security Guard.
5. Open Roof top Gymnasium.
6. Garden on Roof.
7. Children’s Play Area on Roof Top.
8. Yoga Deck on Roof Top.

Note: Amenities are strictly for the use by the Purchaser/s and their family members only. In No Case the Friends, Relatives or any one of the Purchaser/s shall take the benefits of the amenities as mentioned in the **“THIRD SCHEDULE”**.

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 cost of cleaning, maintaining and lighting the main entrances, passages, landings, staircases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- iii.** 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.
- iv.** Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.
- v.** 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.
- vi.** Insurance premium, if any for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- vii.** Municipal taxes, multi storied building tax, if any and other similar taxes save those separately assessed on the respective flat.
- viii.** All expenses for maintenance, operating, replacing, repairing, renovating, running and operating all machinery, lift, equipment's and installations, comprised in the common portions including CCTV, A.C. Community Hall with Open Lawn, Open Roof top Gymnasium, Garden on Roof, Children's Play Area on Roof Top & including the cost of repairing renovating and replacing the same.
- ix.** Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
- x.** 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.

FIFTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS OF WORK)

Foundation	Earthquake resistant RCC frame super structure with 1 st class brick/walls.
Elevation	Skilled and quality craftsmanship to make the complex a symbol of class.
Doors/Windows	Color anodized casement (Sliding) Aluminum/UPVC windows fitted with Grill Wooden Door frames. Flush Door& Decorative main door.
Flooring	Vitrified tiles in Living Areas Anti-skid tiles in toilets.
Fire Fight System	Equipped with efficient and effective firefighting system.
Wall Finish	Interior-Primer/Wall putty, Exterior-Superior quality paint.
Kitchen	Anti-Skid Ceramic Tiles in floor, Granite/Marble counter top with stainless steel sink & ceramic tiles dadoon wall up to kitchen slab.
Toilet	CP fittings of Jaguar or equivalent brand wall hung EWC wash basin & high quality ceramic tiles up to door height.
Sanitary fixture	Jaguar or equivalent
Elevator	High Speed Automatic elevator in each block
Electrical/wiring	Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points & TV sockets in Drawing & Master bedroom. A.C. points in master bedroom, protective M.C.B's & elegant modular switches of reputed brand.

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.

WITNESSESS:

1.

**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

2.

**Drafted by me and
printed at my office,**

Advocate / Siliguri