

**DEED OF SALE**

THIS INDENTURE IS MADE ON THIS THE -----DAY OF \_\_\_\_\_ 2026

All that One Bungalow, being Bungalow No.-----having Carpet Area -----(in words) Square Feet along with Covered Parking measuring \_\_\_\_\_Square Feet at ----- FLOOR in a Ground Plus 2 (Two) Storied Residential Building constructed on the land together with an impartible right/share in the land on which the same stands.

BUILDING COMPLEX : UNILIV EKANTA- PHASE 1

RERA REGISTRATION NO. :

PLOT NOS. : 43, 44 & 51 (R.S.)  
: 310, 311, 313 & 312 (L.R.)

KHATIAN NO. : 46/2 (L.R.)

MOUZA : MATHAPARI

J.L.NO. : 079

PARGANA : PATHARGHATA

POLICE STATION : MATIGARA

DISTRICT : DARJEELING

## **B E T W E E N**

-hereinafter called as the "**PURCHASER / ALLOTTEE**" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their heir, executors, successors, administrators, legal representatives and assignees) of the "**FIRST PART**".

## **A N D**

**SRI GHANNATH BEHAR RICE MILLS LLP, ERSTWHILE KNOWN AS SHREE GHANNATH BIHAR RICE MILL COMPANY PRIVATE LIMITED**, a Limited Liability Partnership Firm, having its office at Matigara, P.O. & P.S. Matigara, District – Darjeeling, in the State of West Bengal, represented by its Partners, **1. SRI KAILASH KUMAR MITRUKA ALIAS KAILASH KUMAR AGARWALA (MITRUKA)**, Son of Sri Jagdish Prasad Mitruka & **2. SRI RAJESH DALMIA**, Son of Late Harchand Rai Dalmia, both are Hindu by Religion, Indian by Nationality, Business by Occupation, No. 1 Resident of Mitruka House, 42, M.G. Road, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, District – Darjeeling, in the State of West Bengal and No. 2 Resident of Agrasen Road, Jamunalal Bajaj By Lane, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, District – Darjeeling hereinafter called the "**LAND OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective directors), And the above said Land Owner is represented by its true and lawful attorney holder **UNILIV REALTY LLP, [PAN NO. AAHFU4601L]**, a Limited Liability Partnership Firm, having its office at 3E, 3<sup>rd</sup> Floor, Dwarika Tower, Burdwan Road, P.O. Siliguri Bazar, P.S. Siliguri, District – Darjeeling, in the State of West Bengal, represented by one of its Partners, **SRI NITIN AGARWAL**, Son of Sri Suresh Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sree Maa Sarani Bylane, Babupara, P.O. Siliguri Town, P.S. Siliguri, District – Darjeeling in the State of West Bengal, by virtue of an Registered General Power of Attorney bearing Deed No. 09392 for the year 2025, registered in the office of A.D.S.R., Siliguri-II at Bagdogra hereinafter called and referred to as the "**DEVELOPER**" (which expression shall mean and include unless excluded by or repugnant to its partners, executors, representatives, directors, administrators and assigns) of the **SECOND PART**.

**WHEREAS** the Landowner hereof was the owner of land measuring 10.22 Acre, situated in Mouza – Mathapari, P.S. Matigara, District – Darjeeling and after the L.R. survey, the name of the Landowner was recorded in the L.R. records of rights by the concerned authority and a separate L.R. Porcha/Khatian was issued, being L.R. Khatian No. 46/2 in the year 1978.

**AND WHEREAS** the name of **SHREE GHANNATH BIHAR RICE MILL COMPANY PRIVATE LIMITED** was changed to **SRI GHANNATH BEHAR RICE MILLS LLP** on 06.04.2023, bearing LLP Identification No. ACA - 4700 and the same was approved by the Registrar of Companies, Central registration Centre granted by the Ministry of Corporate Affairs, Government of India.

**A N D**

**WHEREAS** the Developer i.e. **"UNILIV REALTY LLP"** had been empowered with various rights, powers, privileges etc. by virtue of a registered General Power of Attorney bearing **Deed No. 09392 for the year 2025**, registered in the Office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra by the original Land Owners, **SRI GHANNATH BEHAR RICE MILLS LLP, ERSTWHILE KNOWN AS SHREE GHANNATH BIHAR RICE MILL COMPANY PRIVATE LIMITED**, a Limited Liability Partnership Firm, having its office at Matigara, P.O. & P.S. Matigara, District – Darjeeling, in the State of West Bengal, represented by its Partners, **1. SRI KAILASH KUMAR MITRUKA ALIAS KAILASH KUMAR AGARWALA (MITRUKA)**, Son of Sri Jagdish Prasad Mitruka & **2. SRI RAJESH DALMIA**, Son of Late Harchand Rai Dalmia, both are Hindu by Religion, Indian by Nationality, Business by Occupation, No. 1 Resident of Mitruka House, 42, M.G. Road, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, District – Darjeeling, in the State of West Bengal and No. 2 Resident of Agrasen Road, Jamunalal Bajaj By Lane, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, District – Darjeeling, in respect of a said plot of land measuring 4.36 Acres, appertaining to R. S. Plot Nos. 43, 44 & 51 corresponding to L. R. Plot No. 310, 311, 313 & 312, recorded in L.R. Khatian No. 46/2 situated at Mouza-Mathapari, J.L. No. 79, Pargana - Patharghata, within the limits of Gram Panchayat Area, under P.S. Matigara, District – Darjeeling, which is specifically described in the **SCHEDULE - "A"** below, and the abovenamed **DEVELOPER** has also entered into a Deed of Development with the abovenamed Land Owners **SRI GHANNATH BEHAR RICE MILLS LLP, ERSTWHILE KNOWN AS SHREE GHANNATH BIHAR RICE MILL COMPANY PRIVATE LIMITED**, a Limited Liability Partnership Firm, bearing **Deed No. 09360 for the year 2025**, registered in the Office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, thereby the Land Owners **SRI GHANNATH BEHAR RICE MILLS LLP,**

**ERSTWHILE KNOWN AS SHREE GHANNATH BIHAR RICE MILL COMPANY PRIVATE LIMITED**, a Limited Liability Partnership Firm, gave all the necessary powers and authorities to **"UNILIV REALTY LLP"** to develop the Schedule Property "A".

**A N D**

**WHEREAS**, the DEVELOPER has acquired the right and authority to act as the absolute Owner/Developer of the SCHEDULE PROPERTY "A" below for the purpose of developing, constructing and selling of the Residential bungalows in the proposed Ground Plus 2 (Two) Storied Residential Building and Ground Plus 2 (Two) Storied Club House to be constructed on SCHEDULE PROPERTY "A" on the basis of the abovementioned Development Agreement.

**A N D**

**WHEREAS**, the DEVELOPER being the absolute Owner/Developer of the SCHEDULE PROPERTY "A" below, have decided to raise construction of the Ground Plus 2 (Two) Storied Residential Building and Ground Plus 2 (Two) Storied Club House and for the purpose of identification have named the entire development project under the name and style of **"UNILIV EKANTA- PHASE 1"** in the form of several self-contained Residential Bungalows in the said Ground Plus 2 (Two) Storied Residential Building and Ground Plus 2 (Two) Storied Club House and sell various Residential BUNGALOW/s, constructed space, etc. and to receive, realize and collect all amounts payable in pursuance of such agreement to be entered into with such intending PURCHASER/S in its own name.

**AND WHEREAS** thereafter the Owner/Developer Constructed several Ground Plus 2 (Two) Storied Residential Building and Ground Plus 2 (Two) Storied Club House on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a Ground Plus 2 (Two) Storied Residential Building. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e., Matigara-II Gram Panchayat vide approved building Plan, being Permit No. **460/ MPS/ Planning**, dated 24<sup>th</sup> December, 2025.

**AND WHEREAS** the Owner/Developer has formulated a scheme to enable a person/party intending to have their own Residential Bangalow among the said several

Ground Plus 2 (Two) Storied Residential Building and Ground Plus 2 (Two) Storied Club House 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 unit or premises proportionate to the total constructed area on the said land.

**AND WHEREAS** the Owner/Developer have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that One Bungalow having Carpet Area \_\_\_\_\_ Square Feet along with Covered Parking measuring \_\_\_\_\_ Square Feet at GROUND FLOOR of the Ground Plus 2 (Two) Storied Residential Building more particularly described in the Schedule-B given herein under, for a valuable consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

**AND WHEREAS** the Purchaser 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 Owner/Developer 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 Owner/Developer as fair, reasonable and highest as/have agreed to purchase from the Owner/Developer 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, Lis pendens, 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. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

**AND WHEREAS** the Owner/Developer have agreed to execute this Deed of Sale of the Schedule-B property in favour of the Purchaser for effectually conveying the right, title and interest in the Schedule-B property at a consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only. Under the conditions mentioned herein under.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. That in consideration of a sum Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) only paid by the Purchaser to the Owner/Developer, by Cheque/RTGS/NEFT, the receipt of which is acknowledged by the Owner/Developer by execution of these presents and the Owner/Developer do hereby grant full discharge to the Purchaser from the payment there of and the Owner/Developer do hereby convey and transfer absolutely the Schedule- B property to the Purchaser who 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 have examined and inspected the Documents of title of the OWNER/DEVELOPER , 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 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 themselves about the standard of construction there of including that of the Schedule-B property purchased by the Purchaser and shall have no claim whatsoever upon the Owner/Developer as to construction plan, quality of materials used or standard of workmanship in the construction there of including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.
3. That the Purchaser shall have all rights, title and interest in the property sold and conveyed to them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Owner/Developer or anybody claiming through or under them and all the rights, title and interest which vested in the Owner/Developer with respect to the Schedule-B property shall henceforth vest in the Purchaser to whom the said property has been conveyed absolutely.
4. That the Purchaser hereby covenant/s with the Owner/Developer not to dismantle,

divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser in part or parts in any manner whatsoever and the same shall be hold by the Purchaser as one and only one independent unit exclusively for Residential purposes.

5. That the Owner/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Owner/Developer 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 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 herein above and herein after are all true and in the event of any contrary, the Owner/Developer shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting there from.
6. That the Owner/Developer hereby covenant with the Purchaser that the tenancy rights under which the Schedule-A property is held by the Owner/Developer under the superior landlord the State of West Bengal is good and effectual and the interest which the Owner/Developer proposes to transfer subsists and the Owner/Developer have full right and authority to transfer the Schedule - B property to the Purchaser in the manner as aforesaid and the Purchaser shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.
7. That the Purchaser shall permit entry at all reasonable times to the Owner/Developer and/or their agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, laborer's, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON

PROVISIONS & UTILITIES or any part or parts thereof.

8. That the Purchaser 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/Developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
9. That the Purchaser 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. The Owner/Developer shall have no responsibility or any liability in this respect.
10. That the Owner/Developer 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 of the property hereby conveyed at the cost of the Purchaser/s.
11. That the Purchaser shall have the right to get their name mutated with respect to the said Schedule-B property both at the Office of the B.L. & L.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay municipal taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
12. That the Purchaser 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 other Residential building.
13. That the Purchaser shall have proportionate right, title and interest in the land along with other occupants/Owner/Developers of the building. It is hereby declared that the interest in the land is impartible.
14. That the Owner/Developer will pay up to date taxes, land revenue and/or any other

charges/dues if any prior to the date of transfer of the Schedule-B property.

15. That the Owner/Developer 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 Residential building which shall be borne by the Owner/Developer proportionately with all the Purchaser unless separately levied upon and charged for.
16. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Owner/Developer on collection of maintenance from Bungalow premises Owner/Developers and thereafter the Owner/Developers and occupants of different Bungalow 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 Bungalow premises and as soon as the Owner/Developers and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Owner/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 Apartment Owners' Association.
17. That the Purchaser 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, chaukidar, etc. as will be determined by the Owner/Developer from time to time till the time an executive body or any other authority of the building or Apartment Owner/Developer s' Association is formed to take care of the common maintenance of the building.
18. That the payment of the maintenance charge by the Purchaser is irrespective of their use and requirement.

19. That in case the Purchaser makes default in payment of the proportionate share towards the COMMON EXPENSES within time allowed by the Owner/Developer or the Apartment Owners' Association, the Purchaser 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 Owner/Developer Party or the Association acting at the relevant time for any loss or damage suffered by the Owner/Developer or the Association in consequence thereof.
20. That the Purchaser 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.
21. 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 Owner/Developer or the Apartment Owners' Association.
22. That the Purchaser shall not encroach upon any portion of the land or building carved out by the Owner/Developer for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Owner/Developer 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 unauthorized act or nuisance by force and the Purchaser 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.
23. That the Purchaser further covenant/s with the Owner/Developer not to injure, harm or cause damage to any part of the Residential 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 supporter causing any construction, addition or deletion there of or there in or otherwise in any manner whatsoever and in the event of contrary, the Purchaser shall be fully responsible for it and the Owner/Developer shall not be held responsible in any manner whatsoever.

24. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity what so ever which causes sound and air pollution will not be permitted in any of the unit of the building save the battery-operated inverter.

25. That the Purchaser shall:

- a) Cooperate with the Owner/Developer 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 Owner/Developer saved harmless and indemnified in respect thereof.
- c) Not alter any outer portion, elevation of the building.
- d) Not decorate or painter otherwise alter the colors 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 Owner/Developer save at the place as be indicated thereof.
- f) 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 in displaying a decent name plate in the place as specified by the Owner/Developer.
- g) 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.

26. That the Purchaser shall not be entitled to park any vehicle in the parking area of the other occupants/Owner/Developer s, common area, open space and passage within the building.
27. 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 and the Owner/Developer or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and incase their decision is not acceptable they shall have the right to move to Court at Siliguri.

**SCHEDULE – “A”**  
**(DESCRIPTION OF THE LAND ON**  
**WHICH THE SAID BUILDING STANDS)**

All that piece or parcel of vacant Bastu land measuring 4.36 Acre, situated within Mouza – Mathapari, recorded in L.R. Khatian No. 46/2, J.L. No. 79, Pargana - Patharghata, within the limits of Gram Panchayat Area, under P.S. Matigara, District – Darjeeling. The plot wise area is as follows:

<b>R.S. PLOT</b>	<b>L.R. PLOT</b>	<b>AREA</b>
43	310	1.21 Acre
	311	0.22 Acre
51	312	1.35 Acre
44	313	1.58 Acre
<b>TOTAL AREA</b>		<b>4.36 ACRE</b>

**The said land is bounded and butted as follows:**

- North : 13 feet 8 inch wide metal Road;
- South : Land of the Landowner hereof i.e. Sri Ghannath Behar Rice Mills LLP;
- East : 15 feet wide metal Road;
- West : Land of R.S. Plot No. 107 & Others;

**SCHEDULE-"B"**  
**(DESCRIPTION OF BUNGALOW HEREBY**  
**SOLD)**

ALL THAT One Bungalow (Tiles Flooring) Carpet Area measuring -----Square Feet, being Bungalow No. "---", along with Covered Parking measuring \_\_\_\_\_Square Feet at GROUND FLOOR, of the Ground Plus 2 (Two) Storied Residential Building located in the project named "**UNILIV EKANTA- PHASE 1**" constructed on the land as described in Schedule- "**A**" herein above together with undivided and impartible proportionate share in the land on which the same stands.

**SCHEDULE-"C"**  
**(COMMON PROVISIONS AND UTILITIES)**

1. Staircase, and staircase landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. Generator Set, Security Guard Room and Common Toilet.
5. Drainage and sewerage.
6. Boundary wall and main gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipment, 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, equipment and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the Co-Owners in common.
6. Municipal Tax, Water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser).
7. Costs of formation and operation of the service organization including the Bungalow expenses incurred for maintaining the Bungalow 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 Owner/Developer and/or the service organization for the common purposes

IN WITNESSES WHEREOF THE OWNERS/DEVELOPER AND THE PURCHASER IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN

WITNESSES:

The contents of this document have been Gone through and understood personally by the Purchaser & Land Owners/Developer.

1.

2.

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LAND OWNERS

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DEVELOPER

Drafted as per the instruction of the parties and printed in the Office. Read over and explained the contents to the parties by me.

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(SONU KUMARI AGARWAL)  
ADVOCATE/ SILIGURI  
**REG. NO. F/1585/1664/2017.**