

: 2 :

One Commercial Space, measuring _____ Square Feet (Rera Carpet Area), _____ Square Feet (Super Built-up Area) in the _____ Floor of LG + UG + 5 Storied Commercial Cum B + G + 8 Storied Residential Building named “**BDS ETERNIA**” with a proportionate undivided share in the land on which the same stands.

MOUZA : DABGRAM

J.L. NO. : 02

R.S. KHATIAN NO. : 805

R.S. PLOT NOS. : 34, 35 & 35/471

R.S. SHEET NO. : 09

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

CONSIDERATION : Rs...../-

WITHIN THE LIMITS OF DABGRAM-II OF GRAM PANCHAYAT AREA

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____, 2024.

B E T W E E N

: 3 :

SRI, Son of, by Religion, Indian by Nationality, by Occupation, Residing at P.O....., P.S District -, in the State of --- hereinafter called the "**PURCHASER(S)**" (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, successors, administrators, representatives and assigns) of the "**FIRST PART**". (PAN.....).

A N D

1. **SRI RAM CHANDRA AGARWAL ALIAS RAM CHANDER AGARWAL**, Son of Late Baldeo Das Agarwal and
2. **SMT SAROJ DEVI AGARWAL**, Wife of Sri Ram Chandra Agarwal @ Ram Chander Agarwal, both are Hindu by Faith, Indian by Nationality, Business by Occupation, Residents of Sriram Colony, Sevoke Road, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter jointly and collectively called the "**VENDORS/SECOND PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns) of the "**SECOND PART**" (PAN:) (PAN.....).

A N D

: 4 :

M/s. SHANTI CONSTRUCTIONS, a Partnership Firm, having its office at Eastern Bypass, Near Mondal Petrol Pump, Siliguri, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal, represented by 2 (Two) of its Partners, 1. **SRI SHAMBHU KUMAR MITTAL**, Son of Sri Gouri Shankar Mittal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of M.R. Road, Khalpara, P.O. & P.S Siliguri, District - Darjeeling, in the State of West Bengal & 2. **SRI CHETAN GARG**, Son of Sri Ram Chander Agarwal, Resident of Sriram Colony, P.O. & P.S Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter called the “**CONFIRMING PARTY/THIRD PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context its Partners, executors, administrators, legal representatives and permitted assignees) of the “**SECOND PART**”. (**PAN:** _____).

A. WHEREAS one Sri Kishan Kumar Agarwal, Smt. Kiran Devi Agarwal, Sri Hari Kishan Agarwal and Smt Bindu Agarwal had jointly purchased land measuring 0.955 Acre from Jiban Krishna Dey and Another, by virtue of registered Deed of Conveyance, dated 19.09.2000, being Deed No. I – 3093 for the year 2000 and the same was registered in the office of the Sub-Registrar, Rajganj, in the District of Jalpaiguri.

AND WHEREAS out of the aforesaid owners, Smt. Kiran Devi Agarwal has transferred her 1/4th undivided share of land measuring 0.23875 Acre unto and in favour of Sri Kishan Kumar Agarwal by virtue of registered Deed of Gift, being Deed No. I – 1056 for the year of 2006 and the same was registered at the office of the Additional District Sub-Registrar, Rajganj, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 along with Sri Shyam Sundar Agarwal, had jointly received by way of gift undivided land measuring 0.4775 Acre from Sri Kishan Kumar Agarwal, Son of Late Baldeo Das Agarwala, by virtue of Registered Deed of Gift, dated 27.02.2006, being Document No. I - 4940 for the year of 2006 and the same was registered in the office the Additional District Sub-Registrar, Rajganj, in the District of Jalpaiguri.

: 5 :

AND WHEREAS one Smt. Pushpa Devi Agarwal had received by way of gift, land measuring 23.77 Decimal from Sri Hari Kishan Agarwal, Son of Sri Ghanshyam Das Agarwal by virtue of Registered Deed of Gift, dated 07.01.2022, being Document No. I – 473 for the year of 2022 and the same was registered at the office of the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 had also received by way of gift, land measuring 23.77 Decimal from Smt. Pushpa Devi Agarwal, Wife of Sri Ghanshyam Das Agarwal by virtue of Registered Deed of Gift, dated 13.01.2022, being Document No. I - 417 for the year of 2022 and the same was registered in the office the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 had purchased land measuring 10 Kathas 11 Chattaks or 0.1762 Acres or 10.6875 Kathas from Sri Debashis Dhar & Others, by virtue of Registered Deed of Conveyance, dated 14.05.2009, being Document No. I - 1461 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 2 had purchased land measuring 10 Kathas 11 Chattaks or 0.1763 Acres or 10.6875 Kathas from Sri Debashis Dhar & Others, by virtue of Registered Deed of Conveyance, dated 14.05.2009 being Document No. I - 1464 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 and 2 along with Sri Shyam Sundar Agarwal, Smt Bindu Agarwal @ R. Bindu Agarwal had jointly purchased land measuring 4 Kathas 5 Chattaks or 0.0711 Acres or 4.3125 Kathas (0.017775 Acres each) from Smt. Barnali Paul & Another, by virtue of Registered Deed of Conveyance, being Document No. I - 1465 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

: 6 :

AND WHEREAS the abovenamed Vendor No. 1 had also received by way of gift, land measuring 0.6 Decimal or 0.006 Acres, from Smt. Pushpa Devi Agarwal, by virtue of Registered Deed of Gift, dated 14.01.2022, being Document No. I - 472 for the year of 2022 and the same was registered in the office the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS one Sri Shyam Sundar Agarwal had received by way of gift, land measuring 0.02875 Acres, from Smt. R Bindu Agarwal, Wife of Sri Shyam Sundar Agarwal, by virtue of Registered Deed of Gift, dated 07.09.2022, being Document No. I – 8918 for the year of 2022 and the same was registered at the office of the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Sri Shyam Sundar Agarwal had also received by way of gift, land measuring 0.40397 Acres, from Smt. R Bindu Agarwal, Wife of Sri Shyam Sundar Agarwal, by virtue of Registered Deed of Gift, being Document No. I – 8698 for the year of 2022 and the same was registered at the office of the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Sri Shyam Sundar Agarwal had purchased land measuring 10 Kathas 10 Chattaks or 0.1752 Acres or 10.625 Kathas from Sri Debashis Dhar & Others, by virtue of Registered Deed of Conveyance, dated 14.05.2009, being Document No. I - 1462 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 had also received by way of Gift, land measuring 0.86445 Acres, from Sri Shyam Sundar Agarwal, Son of Late Baldeo Das Agarwal, by virtue of 2 (Two) Registered Deeds of Gift, being Document Nos. I - 10810 and I - 11050 both for the year of 2022 and the same were registered in the office the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

: 7 :

AND WHEREAS in this manner, the Vendor No. 1, **SRI RAM CHANDRA AGARWAL ALIAS RAM CHANDER AGARWAL** became the owner of all that pieces or parcels of land measuring 1.540875 Acres and the Vendor No. 2, **SMT SAROJ DEVI AGARWAL** became the owner of all that piece or parcel of land measuring 0.193975 Acres and ever since then, the Vendors/First Party are in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody, having permanent, heritable, transferable and marketable right, title and interest therein and the said land is more particularly described in the Schedule 'A' given herein below.

AND WHEREAS the above named Vendors being desirous of constructing a Commercial Complex on the Schedule-A plot of land became Partners in the Partnership Firm under the name and style "**M/s. SHANTI CONSTRUCTIONS**" to carry on partnership business of realty, development of land, construction of building, flats, commercial space, tenements & houses, properties, estates, construction works etc., and the Vendors herein transferred part of the Schedule A land on which both Residential and Commercial Complex shall be constructed by way of their capital contributions in the said Partnership Firm "**M/s. SHANTI CONSTRUCTIONS**" hereinafter called the "**CONFIRMING PARTY**" and **this Agreement shall be binding only for the Commercial Complex on the Schedule 'A' Land.**

AND WHEREAS the Vendors/Confirming Party being desirous of constructing a Commercial Complex in Schedule-A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority and granted a commencement Certificate vide plan dated 25.09.2023, bearing Application ID: HU13014N78.

AND WHEREAS the Vendors/Confirming Party have formulated a scheme to enable a person/party intending to have own unit or premises in the said building alongwith 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.

: 8 :

AND WHEREAS the Vendors/Confirming Party Party in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendors/Confirming Party have now firmly and finally decided to sell and has offered for sale to the Purchaser/s a Commercial Space, being Commercial Space No., having (RERA Carpet Area) measuring _____ Square Feet at _____ Floor of the building more particularly described in the Schedule - B given herein below, for a valuable consideration of Rs./- (Rupees.....Only).

AND WHEREAS the Purchaser/s being in need of a Commercial Space in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors/Confirming Party to the said land, site plan, sanctioned building plan, standard of workman ship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendors as fair, reasonable and highest have agreed to purchase from the Vendors/Confirming Party, the said Commercial Space more particularly described in the Schedule - B given herein under free from all encumbrances, charges, liens, lispens, 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 an Agreement of Sale, dated _____ was executed between the Purchaser/s and Vendors/Confirming Party in respect of the Schedule 'B' Property, being Document No. I - for the year and the same was registered in the office of the, District

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AND WHEREAS the Vendors/Confirming Party have now agreed to execute the Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property for a consideration of Rs..... /- (Rupees Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of a sum of Rs. _____ (Rupees _____ Only) paid by the Purchaser/s to the Vendors/Confirming Party, the receipt of which is acknowledged by the Vendors/Confirming Party by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Confirming Party do hereby convey and transfer absolutely the Schedule-B property, to the Purchaser/s who will/shall now TO HAVE AND TO HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc., to the Government of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/Confirming Party, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and 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 about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/s and shall have no claim whatsoever upon the Vendors/Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

: 10 :

3. That the Purchaser/s shall have all rights, title and interest in the Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendors/Confirming Party with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Vendors/Confirming Party not to dismantle the Commercial Space sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for Commercial purposes.

5. That the Vendors/Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Confirming Party have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule - B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.

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

: 11 :

7. 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 Vendors/Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

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

9. That the Vendors/Confirming Party 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.

10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-B property both at the Office of the B.L. & L.R.O., Rajganj and Panchayat office and get it numbered as a separate holding and shall pay Panchayat taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule - B property or let-out, lease-out the Schedule-B property to whomsoever.

12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

: 12 :

13. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

14. That the Vendors/Confirming Party will pay up to date Panchayat 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 Vendors/Confirming Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property except for unsold portion of the building which shall be borne by the Vendors/Confirming Party proportionately with all the Purchaser/s unless separately levied upon and charged for.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMOM PROVISIONS & UTILITIES shall be looked after by the 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 Commercial Space.

17. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, etc., as will be determined by the Vendors/Confirming Party from time to time till the time an executive body or any other authority of the building or owners association 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.

: 13 :

18. That in case the purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C given hereinunder) within time allowed by the Vendors/Confirming Party or the Owners Association the purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendors/Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Confirming Party or the Association in consequence thereof.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors/Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/Confirming Party 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/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.

20. That the Purchaser/s further covenant with the Vendors/Confirming Party 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 Vendors/Confirming Party shall not be held responsible in any manner whatsoever.

21. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Commercial Space of the building save the battery operated inverter.

: 14 :

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

SCHEDULE – ‘A’
(DESCRIPTION OF THE LAND)

All that piece or parcel of land in total measuring _____Acre, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot Nos. 34, 35 and 35/471, recorded in R.S. Khatian No. 805, R.S. Sheet No. 9, J.L. No. 2, Pargana - Baikunthapur, within the limits of Gram Panchayat Area, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal.

The said total land is bounded and butted as follows:

North : Land of R.S. Plot No. 35,
South : Land of Plot No. 475 and Others,
East : Eastern bye Pass Road,
West : IOC Pipeline,

SCHEDULE - ‘B’
(DESCRIPTION OF THE COMMERCIAL SPACE)

All that One Commercial Space, being Space No. on the Floor, having RERA Carpet Area measuring Square Feet, Super Built-up Area measuring Sq.ft. of the building named “**BDS ETERNIA**” together with proportionate undivided share in the Schedule 'A' land on which the building stands.

: 15 :

SCHEDULE - 'C'
(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, lift, equipments and installations, comprised in the common portions including water pumps, generator 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. Panchayat tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organisation for the common purposes.

: 16 :

IN WITNESS WHEREOF the Vendors and the Confirming Party do hereunto set its respective hands on the day, month and year first above written.

WITNESSES:

1.

The contents of this document have been gone through and understood personally by the Purchaser/s, the Vendors and the Confirming Party.

V E N D O R S

2.

C O N F I R M I N G P A R T Y

Drafted, read over, explained by me and printed in my office:

MANOJ AGARWAL

Advocate, Siliguri

Enrl. No. F-505/434 of 1997