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One Commercial Space, measuring _____ Sq.ft. (Rera Carpet Area), _____ Sq.ft. (Super-built up Area) in the _____ Floor of the complex “**BINDAL TOWER**”, with a proportionate undivided share in the land on which the same stands.

MOUZA : DABGRAM

J.L. NO. : 02

R.S. KHATIAN NO. : 805/1 (ka), 143, 144

R.S. PLOT NO. : 42/510, 150/439, 148/434, 150

R.S. SHEET NO. : 9

PARGANA : BAIKUNTHAPUR

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

CONSIDERATION : Rs./

WITHIN THE LIMITS OF GRAM PANCHAYAT AREA

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

B E T W E E N

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....., (PAN:-), (Aadhar No.), Son/wife of, Hindu by Religion, Indian by Nationality, by Occupation, Residing at P.S., District –, in the State of --- hereinafter called the "**PURCHASER/FIRST PARTY**" (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:

AND

(1) **SRI CHIRAG BINDAL**, son of Sri Rajesh Bindal, (PAN: **DXQPB1956J**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Madhuban Apartment, Block-B, Flat No.A2, Akshaytara Lane, P.O Sevoke Road, P.S.- Bhaktinagar, District Jalpaiguri, (2) **SRI ATUL BINDAL**, son of Sri Naresh Agarwal, (PAN: **DEXPB2657N**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Shyam Vatika, Ward No. 43, C-3, 3rd Floor, 2nd Mile, Near Shyam Mandir, P.O Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, (3) **SRI ARYAN BINDAL**, son of Sri Anil Bindal, (PAN: **FDSPB2241G**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District – Darjeeling, (4) **SRI RITIK BINDAL**, son of Sri Manoj Bindal, (PAN: **DZIPB2849L**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District – Darjeeling (5) **SMT MEENAKSHI AGARWAL**, wife of Sri Parveen Bindal Agarwal, (PAN: **ACSPA4636J**), Hindu by Religion, an Indian Citizen, Housewife by Occupation, Resident of Care of India Traders, Sevoke Road, Siliguri Town, P.O & P.S Siliguri, District – Darjeeling (6) **SRI**

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NARESH KUMAR AGARWAL, son of Late Kishori Lal Agarwal, (**PAN: ACHPA4969P**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Care of India Traders, Sevoke Road, Siliguri Town, P.O & P.S Siliguri, District – Darjeeling (7) **SRI OM PRAKASH AGARWAL**, Son of late Brij Lal Agarwal, (**PAN: ADFPA3665D**), Hindu by Religion, An Indian Citizen, Business by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District – Darjeeling (8) **SMT ANITA BINDAL**, wife of Sri Rajesh Bindal, (**PAN: AEHPB5684A**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Madhuban Apartment, Block-B, Flat No.A2, P.O Sevoke Road, P.S.- Bhaktinagar, District Jalpaiguri --- here-in-after collectively called as the **VENDORS/SECOND PARTY**”, (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their respective legal heirs, representatives, executors and administrators to the context its partners, successors, representative, administrators, executors and assigns) of the **"SECOND PART"**.

A N D

HARISH ESTATES, a Partnership Firm (**PAN: AAOFH9644K**), having its registered office at Sevoke Road, Post office and Police Station – Siliguri, District – Darjeeling, Pin -734001, in the State of West Bengal. The Partnership firm is being represented by one of its partners, **SRI AMAN AGARWAL**, son of Sri Harish Kumar Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal --- hereinafter called the **"DEVELOPER/THIRD PARTY"** which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors, representatives administrators and assigns) of the **"THIRD PART"**.

WHEREAS:

A. WHEREAS the Vendor No.1 to 4, **SRI CHIRAG BINDAL, SRI ATUL BINDAL, SRI ARYAN BINDAL AND SRI RITIK BINDAL** are the absolute and exclusive owners in possession of a piece of land measuring 0.525 Acre, executed by Sri Chetan Mittal, son of Sri Nagar Mal Mittal, by virtue of two separate registered transfer deed, both dated 09.10.2021, being Sale Deeds Nos. I - 7979 and I- 7980 for the year of 2021 registered before the office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri both for the year of 2021 and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the Vendor No. 5 to 7 **SMT MEENAKSHI AGARWAL, SRI NARESH KUMAR AGARWAL AND SRI OM PRAKASH AGARWAL** are the absolute and exclusive owners in possession of a piece of land measuring 0.452 acre executed by M/s. Sharda Construction, a Partnership Firm, by virtue of a registered transfer deed being Sale Deed No. I -75 for the year of 2005 registered before the office of the District Sub Registrar Jalpaiguri, in the District of Jalpaiguri and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the Vendor No. 5 to 7 **SMT MEENAKSHI AGARWAL, SRI NARESH KUMAR AGARWAL AND SRI OM PRAKASH AGARWAL** are the absolute and exclusive owners in possession of a piece of undivided land measuring 0.2307 acre executed by Smt. Bharati Roy and others ,by virtue of three Separate registered transfer deeds all dated 28.08.2012 being Sale Deed Nos. I-7060, I- 7061 and I -7062 for the year of 2012 registered before the office of the Additional District Sub Registrar Rajganj, in the District of Jalpaiguri and said area of land is in

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their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the Vendor No. 8 Smt. Anita Bindal had received by the way of Gift a piece of land measuring 0.525 Acre executed by Sri Rajesh Kumar Agarwal, son of Sri Gulzari Lal Agarwal @ Gulzari Mal Agarwal, by virtue of two separate registered Deed of Gifts both dated 09.10.2021, being Sale Deeds Nos. I-7974 and I-7981 for the year of 2021 registered before the office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri both for the year of 2021 and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

WHEREAS the Vendors have decided finally and firmly to develop their said area of land measuring 1.40 acre which is situated in a complete block as fully and clearly mentioned in the schedule "A" here-in-below (Hereinafter referred to as the "said plot of land" for the sake of brevity) with the help of a renowned builder for their common interest and benefit and therefore, the first parties/land owners circulated their desire in the market through their common friend, relative and well wishers and the second party has accepted said offer of the first parties/land owners after several meetings and discussion as per their settled conditions.

AND WHEREAS the Vendors had entered into a Development Agreement dated 25.05.2023, with the Developer, **HARISH ESTATES**, a Partnership Firm, being Document No. I - 4163 for the year 2023 and the same was registered in the office of the Additional District Sub Registrar Bhaktinagar, District - Jalpaiguri.

B. AND WHEREAS the Vendors thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority, bearing Plan Serial No. 4993, dated 28.12.2022 for multistoried Commercial building.

AND WHEREAS the Vendors/Developer 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.

AND WHEREAS the Vendors/Developer 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/Developer has now firmly and finally decided to sell and has offered for sale to the Purchaser/s a Commercial Space, being 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/Developer 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/Developer, the said Commercial Space more particularly described in the Schedule - B given hereinunder free from all encumbrances, charges, liens, lispences, 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 Vendors/Developer 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/ Developer, the receipt of which is acknowledged by the Vendors/ Developer by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendors/Developer do hereby convey and transfer absolutely the Schedule -B property, to the purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/ Developer, 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/Developer 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.

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/Developer 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/Developer 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/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors/Developer 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/Developer do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule - A property is held by the Vendors/Developer under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors/Developer proposes to transfer subsists and the Vendors/Developer 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.

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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/ Developer 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/Developer shall have no responsibility or any liability in this respect.

9. That the Vendors/Developer 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.

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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/Developer will pay upto 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/Developer 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/Developer 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/Developer 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.

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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 hereunder) within time allowed by the Vendors/Developer 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/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendors/Developer 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/Developer for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors/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 unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

20. That the Purchaser/s further covenant with the Vendors/Developer 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/Developer 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.

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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/Developer 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 ON WHICH THE BUILDING STANDS)

All that piece or parcel of homestead land measuring 1.40 acre, appertaining to and forms part of R.S. Plot No. 42/510, 150/439, 148/434, 150, recorded in R.S Khatian No. 805/1 (ka), 143, 144, situated in Mouza – Dabgram , R. S. Sheet No. 9, J. L. No. 2, Pargana – Baikunthapur, Police Station – Bhaktinagar, District – Jalpaiguri. The said land is situated within the limits of Gram Panchayat Area.

The said land is butted and bounded as follows :-

On the North :- 30 feet wide Anchal road.

On the South :- Land of Sri Kesari and others in part of R. S. plot No. 150.

On the East :- Part of R. S. Plot No. 150, 434, 510.

On the West :- 60 feet wide metal road namely Eastern By pass road.

SCHEDULE – 'B'

(DESCRIPTION OF COMMERCIAL SPACE)

All That One Commercial Space, being Space No. ____ on the Floor, having RERA carpet area measuring ____ Sq.ft., super built-up area measuring Sq.ft. of the building named “**BINDAL TOWER**” together with undivided proportionate share in the Schedule-A land on which the said building stands situated at Mouza - Dabgram appertaining to and forms part of R.S. Plot No. 42/510, 150/439, 148/434, 150, recorded in R.S Khatian No. 805/1 (ka), 143, 144, situated in Mouza – Dabgram, R.S. Sheet No. 9, J.L. No. 2, Pargana – Baikunthapur, P.S. Bhaktinagar, District – Jalpaiguri, within the limits of Gram Panchayat Area.

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IN WITNESS WHEREOF the Vendors and the Developer do hereunto set their 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 and the Vendor.

2.

VENDORS

DEVELOPER

Drafted, readover and explained by me and printed in my office.

MANOJ AGARWAL

Advocate, Siliguri.

(Enrl No. F-505/434 of 1997)