

Area sold by this deed : **One residential flat measuring _____ Square Feet (Super Built-up area) at the _____ floor of the building constructed upon the land fully described within "Schedule-A" given below of this deed together with undivided proportionate right and share in the said "Schedule-A" land on which the said building comprising the said residential property is constructed and the sold property is fully described within "Schedule-B" given below to this deed of sale.**

Consideration : **Rs. _____/-.**

R. S. Khatian Nos. : **314/3, 314/4, 455/2 and 176/5 (Ka).**

L. R. Khatian No. : **362.**

R. S. Plot Nos. : **413, 414, 416/924, 416/925 and 416/926.**

L. R. Plot Nos. : **237 and 238.**

Sheet No. : **8 (R. S.) and 14 (L. R.).**

Mouza : **DABGRAM.**

J. L. No. : **2 (Two).**

P. S. : **Bhaktinagar.**

District : **Jalpaiguri.**

Area falling within : **Siliguri Municipal Corporation.**

Ward No. : **43 (XXXXIII).**

**THIS DEED OF SALE (CONVEYANCE) IS MADE ON
THIS THE _____ DAY OF THE MONTH
OF _____, TWO THOUSAND
AND TWENTY THREE (2023),**

BETWEEN

_____, **Son/Wife of** _____, an Indian citizen, Hindu by religion, _____ by occupation, residing at _____, P.O. and P.S.-_____, Pin Code-_____, District-_____, in the State of West Bengal, the person named herein shall hereinafter be referred to and called as **“THE PURCHASER”** or **“THE FIRST PARTY”** (which name and expression shall, unless otherwise expressed or is excluded by or repugnant to the subject or context, be deemed to mean and include his/her/their legal heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART.** (I. T. PAN:-_____).

AND

BGD ENTERPRISES LLP, An Indian Limited Liability Partnership being incorporated pursuant to section 12(1) of the Limited Liability Partnership Act, 2008 having its LLP Identification Number (LLP IN)-AAW-9651 of dated 07/05/2021 and having its office at Shiv Mandir Road, Punjabi Para, P.O. and P.S.-Siliguri, District-Darjeeling, in the State of West Bengal, the said LLP being hereinafter represented by one of its Partners duly appointed vide resolution, **SRI CHIRAG GARG, SON OF SRI BIRENDRA KUMAR AGARWAL**, an Indian citizen, Hindu by religion, businessman by occupation, resident of Uttorayan, P.O. and P.S.-Matigara, District-Darjeeling, in the State of West Bengal and the said LLP being hereinafter referred to and called as **“THE VENDOR”** or **“THE SECOND PARTY”** (Which name and expression shall, unless otherwise expressed or is excluded by or repugnant to the subject or context, be deemed to mean and include its designated partners, office-bearers, executors, successors-in-office, administrators, legal representatives and assigns) of the **SECOND PART.** (I. T. PAN:-_____).

A N D

WHEREAS The LLP, namely, BGD Enterprises LLP (being the vendor hereof) had become the sole and absolute owner of all that piece and parcel of land measuring in total 0.505 Acre by way of purchases for valuable consideration vide five (5) separate registered deeds of sale as described herein:-

- (i) Document No.-5287 of dated 13/08/2021 entered in Book No.-I, Volume No.-0711, from Pages 143024 to 143060 for the year 2021, executed by Debdoot Vincom (P) Ltd. (Area 0.11 Acre),
- (ii) Document No.-5318 of dated 13/08/2021 entered in Book No.-I, Volume No.-0711, from Pages 143084 to 143120 for the year 2021, executed by Debdoot Vincom (P) Ltd. (Area 0.12 Acre),
- (iii) Document No.-5464 of dated 17/08/2021 entered in Book No.-I, Volume No.-0711, from Pages 147015 to 147051 for the year 2021, executed by Debdoot Vincom (P) Ltd. (Area 0.11 Acre),
- (iv) Document No.-8146 of dated 28/10/2021 entered in Book No.-I, Volume No.-0711, from Pages 220588 to 220624 for the year 2021, executed by Vineet Chachan and two others (Area 0.1485 Acre) and
- (v) Document No.-8147 of dated 28/10/2021 entered in Book No.-I, Volume No.-0711, from Pages 220418 to 220454 for the year 2021, executed by Vineet Chachan and two others (Area 0.0165 Acre),

The above deeds have been registered at the office of the Additional District Sub-Registrar, Bhaktinagar, District-Jalpaiguri and in view of the aforesaid purchases, the above-named LLP became the sole, absolute and exclusive owner of land and since then, it has been in its actual, khas and physical possession and peaceful occupation of the said piece or parcel of land measuring in total 0.505 Acre having free, clear, marketable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

Being such owner, the above-named vendor hereof also got its respective name mutated and/or recorded into the records of the B. L. & L. R. O., Rajganj, District-Jalpaiguri for the aforesaid area of land and a separate new L. R. Khatian bearing no.-362 is opened in the name of the above-named vendor being the actual owner and the vendor hereof is also found published as Record-of-Rights (ROR) finally framed and finally published under the West Bengal Estate Acquisition Act, 1953 (W. B. Act I of 1953).

In view of the aforesaid facts, the LLP (BGD Enterprises LLP) is at present the sole, absolute and exclusive owner of all that piece and parcel of land measuring 0.505 Acre and the said LLP has got saleable and transferable title in the said land having actual, khas and physical possession and peaceful occupation of the said piece or parcel of land measuring in total 0.505 Acre and free, clear, marketable and transferable right, title and interest therein without any disturbance or interference from anybody whomsoever being free from all encumbrances and charges whatsoever.

A N D

WHEREAS being such owner, the vendor hereof or the second party hereof then became desirous to construct a multi-storied commercial-cum-residential building over and upon its said piece or parcel of land fully described within the "Schedule-A" given below and for the purpose, the LLP got a building plan prepared and got the same approved from the Siliguri Municipal Corporation vide its Building Permit Number-SWS-OBPAS/0104/2022/1120 of dated 28/08/2022 and after complying with all statutory formalities, the above-named LLP constructed the desired commercial-cum-residential building upon its aforesaid land measuring 0.505 Acre which is fully described within "Schedule-A" given below and after completion of the construction of the said building, the said LLP sold and transferred for valuable consideration many or all of such separately identifiable units comprising residential flats and the property described within "Schedule-B" given below.

A N D

WHEREAS the vendor thus formulated a scheme to enable a person/party intending to have own unit or premises in the said building together with the undivided proportionate share and interest in the “Schedule-A” land on which the said building is constructed. 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.

A N D

WHEREAS the vendor then constructed a multi-storied (Basement, Ground and _____ other floors) building comprising various independent and separately identifiable units at different floors at its own costs and expenses over and upon the “Schedule-A” land and got it completed and ready for sale in unit by unit and in the process, one such unit comprising all that a residential flat measuring _____ Square Feet at the _____ floor including super built-up area being constructed upon “Schedule-A” land has been offered for sale to the first party hereof.

A N D

WHEREAS the vendor hereof then firmly and finally decided to sell and has offered for sale to the purchaser hereof one such unit comprising all that a residential flat measuring _____ Square Feet including super built-up area at the _____ floor of the said Multi-Storied building being constructed upon the “Schedule-A” land of the vendor hereof together with the common areas and facilities and super built-up area and also along with proportionate undivided right and share in the “Schedule-A” land on which the said multi-storied building is constructed and the said residential flat is offered for sale to the purchaser or the first party hereof at a valuable consideration amounting to Rs. _____/- (Rupees _____ only) which is the highest market price as prevailing in the locality to the convenience of the parties hereto, particularly to the satisfaction of the vendor hereof.

A N D

WHEREAS the first party or the Purchaser hereof being in need of one such residential flat in the said locality, has accepted and agreed to the aforesaid offer of the vendor hereof for purchase of a flat and thus all the parties hereto have given their free consent to initiate the process of sale by execution of these presents by the vendor hereof unto and in favour of the first party hereof to agree to convey good and right title in respect of the property comprising a residential flat measuring _____ Square Feet at the _____ floor including super built-up area within the building constructed upon the "Schedule-A" land together with undivided proportionate right and share in the "Schedule-A" land and all common rights and facilities as mentioned in these presents more particularly in the "Schedule-C" given below at a valuable consideration amounting to Rs. _____/- (Rupees _____ only) paid by the purchaser to the vendor hereof collectively as per memo of consideration attached to these presents. The property agreed to be sold is fully described within the "Schedule-B" given below.

AND

WHEREAS the aforesaid property is agreed to be sold by the vendor hereof to the first party hereof after disclosing the aforesaid facts relating thereto and declaring the same being free from all encumbrances, charges, liens, attachments, mortgage and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the said property fully described within the "Schedule-B" given below situated within the building constructed upon the "Schedule-A" land at a consideration amounting to Rs. _____/- (Rupees _____ only).

AND

WHEREAS the vendor named above, execute this DEED OF SALE for effectually conveying right, title and interest in the residential flat measuring _____ Square Feet (super built-up area) at the _____ floor fully described within the "Schedule-B" given below including undivided proportionate right and share in the "Schedule-A" land unto and in favour of the purchaser hereof at the aforesaid consideration upon the terms as mentioned and described within these presents.

NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs. _____/- (Rupees _____ only) paid to the vendor by the day of this deed, the receipt against which the vendor does hereby acknowledge and grants full discharge to the purchaser from the payment thereof and the vendor does hereby convey and transfer absolutely the property described within the “Schedule-B” given below to the purchaser who will now **HAVE AND HOLD** the same absolutely and forever being free from all encumbrances subject to the payment of proportionate rent, etc., to the Government of the West Bengal.
2. The purchaser has examined and inspected the documents of title of the vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, rear Elevation/Sectional Elevation details of staircase and have also seen and inspected the construction works of the BUILDING upon “Schedule-A” land and the purchaser has satisfied himself about the standard of construction thereof including that of the “Schedule-B” property purchased by the purchaser and shall have no claim whatsoever upon the VENDOR as to the construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the MULTI-STORIED BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS AND UTILITIES.
3. That the purchaser shall have all rights, title and interest in the property sold and conveyed to him/her/them (The purchaser hereof) and shall hold and enjoy the same without any interruption or obstruction whatsoever from the vendor or anybody claiming through or under the said vendor and all the rights, title and interest which vested in the vendor with respect to the “Schedule-B” property shall henceforth vest in the purchaser to whom the property described within “Schedule-B” given below has been conveyed absolutely by this deed of sale (conveyance).
4. That the vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the

vendor has not previously transferred, mortgaged, contracted for sale or otherwise the "Schedule-B" property or any part thereof unto or in favour of any other person or party 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 and/or charges whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the vendor shall be liable to make good the loss or injury which the purchaser may suffer or sustain in consequences there from or resulting thereof.

5. That the vendor further covenants with the purchaser that if for any defect of title or for any act done or suffered to be done by the vendor, the purchaser is deprived of ownership or of possession of the said property described in the "Schedule-B" given below or any part thereof in future, then the vendor shall forthwith return to the purchaser the full or proportionate part of the consideration money as the case may be from the date of such deprivation of ownership or of possession.
6. That the vendor does hereby covenants with the purchaser that the tenancy rights under which the "Schedule-A" property is held by the vendor under the superior landlord, the State of West Bengal, is good and effectual and the interest which the vendor propose to transfer, subsists and the vendor has full right and authority to transfer the "Schedule-B" property unto and in favour of 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 covenants that he/she 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 vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
8. That the purchaser hereof shall be at liberty and entitled to obtain independent electric connection in his/her own name or in the name of his/her choice as per norms from the W.B.S.E.D.C.L., Siliguri or

any other concerned place or places for his/her electric requirements and the connection charges as well as the electric consumption bill will be paid by the purchaser and the vendor shall have no responsibility or liability with respect thereto.

9. That the vendor shall get an electric transformer installed within the "Schedule-A" property for the building complex constructed upon it from WBSEDCL, Siliguri and the said transformer installed in the building complex shall be for the common use of the occupants of the building. The charges incurred for the transformer with respect to purchase and installation will equally be divided amongst the saleable area within the building. The purchaser hereof shall be liable to pay to the vendor, the share or proportionate costs of the transformer as per his purchased area in the said building.
10. That the vendor shall install and commission complete fire detection and fighting system in the building as per the norms of the Fire Department. As part of the commissioning of the fire system, the vendor will be providing entry points of fire water pipe/s in the purchaser's property. The purchaser shall be liable to pay to the vendor all charges incurred for installation of fire pipe/s, sprinklers and detectors in his property being hereby purchased. In case, the purchaser refuses to pay to the vendor any such charges, the purchaser will solely be responsible for any under happening, non-compliance issues, fines, penalties, litigations etc. arising due to or in consequences to failure in complying fire norms.
11. That the vendor further undertake to take all actions and to execute all documents required to be done or execute for fully assuring right, title and interest of the purchaser to the property hereby conveyed at the cost of the purchaser hereof.
12. That the purchaser shall have the right to get his/her name mutated with respect to the "Schedule-B" property hereby sold to him/her by the vendor hereof both at the office of the B. L. & L. R. O. and Municipality under present jurisdiction and get it numbered as a separate holding and shall pay municipal/panchayat taxes as may

be levied upon the purchaser for the unit hereby sold from time to time.

13. That the purchaser shall have the right to sell, Gift, exchange, mortgage and/or transfer otherwise the ownership in the "Schedule-B" property and shall have all rights to let-out, lease-out the "Schedule-B" property to whomsoever.
14. 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 said building.
15. That the purchaser shall have proportionate right, title and interest in the land described within the "Schedule-A" given below together with other occupants/owners of the building. It is hereby declared that the interest in the land shall be undivided.
16. That the vendor will pay up-to-date municipal/panchayat taxes, land revenues and/or any other charges/dues if any prior to the date of transfer of the "Schedule-B" property. The purchaser shall have the right to get separately assessed for the payment of local taxes for the "Schedule-B" property hereby purchased and the purchaser shall be entitled to obtain trade license from the competent authority for its part within the "Schedule-A" property.
17. That the vendor 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 vendor proportionately with all the purchaser unless separately levied upon and charged for.
18. That the upkeep and the maintenance of the COMMON PORTIONS & AREAS shall be looked after by the vendor till the formation of the Association by the owners and the occupants of the building and as soon as the OWNERS & OCCUPANTS form and constitute such Association, all the rights and liberties as well as the duties and obligations of the vendor with respect to the maintenance and upkeep of the COMMON PORTION & AREAS

including realizations of common expenses and the compliance of various legal formalities or other formalities pertaining to the BUILDING shall vest into and devolve upon such association.

19. That the purchaser shall be entitled to use and pay such proportionate charges for common facilities if any, such as repairs and maintenance of the outer walls, common areas, lift, generator, septic tank, water treatment plant, water supply, sanitation, sweeper, watchman, etc. as will be determined by the vendor from time to time till the time an executive body or any other association/authority of the building is formed to take care of the common maintenance of the building.
20. That the payment of the maintenance charge by the purchaser shall be made irrespective of its use and requirements.
21. That the purchaser hereof shall be liable to pay CGST and/or SGST or both Tax as levied and payable for his purchased property as applicable under the prevailing laws for purchase of the property described within "Schedule-B" given below.
22. That the purchaser shall not encroach upon any portion of the land or building carved out by the vendor for the purpose of road, landings, stairs or other community purpose and in the event of encroachment, the vendor or the executive body or any association/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 legally be 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 covenants with the vendor not to injure, harm or cause damage to any part of the building including common portions and areas and 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 shall be fully

responsible for it, the vendor shall not be held responsible in any manner whatsoever. The purchaser shall not install wiring for electrical or telephone, television antenna, machinery or air-conditioning units etc. on the exterior parts of the said property or in common areas without the consent of the vendor which will not be unreasonably refused.

24. That the Purchaser shall have no right, title and/or claim of whatsoever nature over the top roof of the building. That the vendor shall have the absolute right, title and interest over the same and shall use the top roof in any manner whatsoever or any type of residential use including installation of any sort of tower, dish antenna, etc. and in case the purchaser so desires, it shall procure roof rights on additional payment towards consideration thereof, however subject to availability thereof.

“SCHEDULE--A”

[Schedule of the land upon which the Building comprising “Schedule-B” property is constructed]

All that piece or parcel of land measuring **0.505 (Zero point five zero five) Acre** together with a _____-Storied building constructed thereupon. The said piece or parcel of land is being recorded in **R. S. Plot Nos.-413, 414, 416/924, 416/925 and 416/926 [L. R. Plot Nos.-237 and 238]** corresponding to their **R. S. Khatian Nos.-314/3, 314/4, 455/2 and 176/5 (Ka) [L. R. Khatian No.-362]**, situated within **MOUZA-DABGRAM**, comprised in **R. S. Sheet No.-8 [L. R. Sheet No.-14]**, Paragana-Baikunthapur, J. L. No.-2 (Two), P.S.-Bhaktinagar, within the limits of Siliguri Municipal Corporation Area, bearing holding no.-157/N/62/2574/2, Ward No.-43, District-Jalpaiguri, in the State of West Bengal. The said building complex has been named as “ _____ ” being situated at _____.

The aforesaid land measuring 0.505 together with the _____-storied building constructed thereupon is butted & bounded as follows:-

By the North :- 31 feet wide pucca road.

By the South :- Land of Oraon Busty and Godown of Sampatram and others to major portion and land and house of Kushu Bhujel to a minor portion.

By the East :- Land in L. R. Plot Nos.-237 and 239 and land of the vendor hereof.

By the West :- Land in L. R. Plot Nos.-231 and 234.

“SCHEDULE-B”
(Part of the “Schedule-A” above)

PROPERTY SOLD BY THIS DEED OF SALE:

All that one residential flat measuring _____ (_____) **Square Feet** (super built-up area) at the _____ floor of the ___-storied building being constructed upon all that piece or parcel of land measuring 0.505 Acre being recorded in **R. S. Plot Nos.-413, 414, 416/924, 416/925 and 416/926 [L. R. Plot Nos.-237 and 238]** corresponding to their **R. S. Khatian Nos.-314/3, 314/4, 455/2 and 176/5 (Ka) [L. R. Khatian No.-362]**, situated within **MOUZA-DABGRAM**, comprised in **R. S. Sheet No.-8 [L. R. Sheet No.-14]**, Paragana-Baikunthapur, J. L. No.-2 (Two), P.S.-Bhaktinagar, within the limits of Siliguri Municipal Corporation Area, Ward No.-43, District-Jalpaiguri more fully described within “Schedule-A” given above. The said property is sold together with an undivided proportionate share in the “Schedule-A” land and together with all common areas and facilities described in the “Schedule-C” given below. The building upon “Schedule-A” land is named as “ _____ ” and the sold flat is serially numbered as _____ of the _____ floor.

The sold flat is being situated at the _____ floor of the ___-storied residential building standing on “Schedule-A” land. The floor type of the sold property is tiles and the roof type is pucca RCC. The age of the sold property is 1 year, being situated at _____.

The sold residential flat measuring _____ Square Feet is butted & bounded as follows:-

By the North :-

By the South :-

By the East :-

By the West :-

“SCHEDULE-C”
(COMMON PROVISIONS, FACILITIES AND UTILITIES)

1. Minimum statutory space left all sides of the building.
2. Common entry on the elevated ground floor.
3. Toilets and/or urinals at the elevated ground floor of the building, water pipes and common plumbing installation meant for the elevated ground floor.
4. Drainage and sewerage,
5. Boundary wall and main gate.
6. Such other common parts, areas, equipments, 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.
7. The vendor hereby covenant and declare that the Purchaser shall have all the rights and liberties to use and enjoy the aforesaid common areas and common facilities freely and without any sorts of hindrances, whatsoever subject to the payment of the proportionate expenses to the Association of the said Apartment/Building to be formed therefore, by the respective owners.

“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 machineries, equipment and installations, comprised in the common portion 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. Municipal/Panchayat tax, water tax and other levies with respect to the premises and the building save those separately assessed in respect of any unit or on the purchaser.
7. Cost 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 service organization for the common purposes.

IN WITNESS WHEREOF one of the representing partner of the LLP, does hereby set and subscribe his respective hands in good health and conscious mind, on the day, month and year as first above-written.

WITNESSES:

1.

2.

T H E V E N D O R .
= = = = = = = = = =

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

(SANJAY KUMAR MARODIA)
ADVOCATE : : SILIGURI
REGN. NO. 849/840/92.

MEMO OF CONSIDERATION

Received from within-named purchaser or the first party, the sum of Rs. _____/- (Rupees _____ only) as full consideration money against sale of property described within “Schedule-B” given above as per memo of consideration herein.

IN WITNESS WHEREOF one of the representing partner of the LLP, has signed and sealed this memo of consideration/receipt on this the _____ day of the month of _____, 2023.

WITNESSES :

1.

2.

Signature on Memo of Consideration.