

# DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 2024.

: 2 :

All that one commercial shop being Unit No. \_\_\_\_\_,  
measuring \_\_\_\_\_ Sq.Ft. ( Super built-up area )  
at \_\_\_\_\_ Floor of the building with an  
impartible right/share in the land on which the same stands.

BUILDING COMPLEX : \_\_\_\_\_  
PLOT NO. : 150, 148/433 and 150/440  
( R.S.)  
15 ( L.R.)  
KHATIAN NO. : 143 and 144 (R.S.) 275 ( L.R.)  
MOUZA : DABGRAM  
J.L. NO. : 2  
SHEET NO. : 9 (R.S.) 53 ( L.R.)  
P.S. : BHAKTINAGAR  
Panchayat : Dabgram-II  
DISTRICT : JALPAIGURI  
CONSIDERATION : Rs.

**B E T W E E N**

\_\_\_\_\_, son of \_\_\_\_\_, Hindu by faith,  
Indian by Nationality, \_\_\_\_\_ by Business, resident of

\_\_\_\_\_ in the State of  
West Bengal, hereinafter called the " **PURCHASER** " ( which  
expression shall unless excluded by or repugant to the context be  
deemed to include his heirs, executors, successors, representatives,  
administrators and assigns ) of the " **ONE PART** ". ( I.T. PAN  
No. \_\_\_\_\_ and Aadhar No. \_\_\_\_\_ )

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**AND**

**SHREE BALAJI NIRMAN**, a Partnership Firm formed and created under the Indian Partnership Act, 1932 vide a deed of partnership Dated-\_\_\_\_\_, having its office at Shiv Mandir Road, Punjabipara, Siliguri, P.O.-Siliguri, P.S.-Siliguri, District-Darjeeling, Pin-734001, represented by one of its Partners- **SRI CHIRAG GARG, SON OF SRI BIRENDRA AGARWAL**, Hindu by faith, Indian by Nationality, Business by occupation, residing at Uttorayan, Block-A, Matigara, P.O and P.S.-Matigara, Pin-734010, Dist.Darjeeling, hereinafter called the "**VENDOR/DEVELOPER**" ( which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors- in-office, representatives, administrators and assigns ) of the " FIRST PART ". I.T.PAN NO-\_\_\_\_\_.

WHEREAS SHREE BALAJI NIRMAN (The Vendor of these presents) by virtue of five separate Sale Deeds, i) being Document No.5315, 5346, 5380, 5316 and 6327 for the year 2022 became absolute and exclusive owner of all that piece or parcel of land measuring 1.172253 Acre or 71 Kathas, more particularly described in the Schedule-A given hereinunder, having permanent, heritable and transferable right, title and interest therein.

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AND

WHEREAS abovenamed SHREE BALAJI NIRMAN (The Vendor of these presents) thereafter had applied for mutation with respect to the aforesaid land measuring 1.172253 Acre or 71 Kathas, before the office of the B.L.& L.R.O, Rajganj, and the area of land measuring 1.172253 Acres was recorded in its name in the record of rights forming part of L.R.Plot Nos. 15, recorded in L.R.Khatian Nos.275, within Mouza-Dabgram, J.L.No.2, L.R.Sheet No.53, Pargana-Baikunthapur, P.S.-Bhaktinagar, District- Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the vendor thereafter started constructing a building on the aforesaid land in total measuring 1.172253 Acre or 71 Kathas, more particularly described in the Schedule-A given hereinunder, the plan prepared for which was approved by the appropriate authority, vide permission no.-HB3F5D51, Dtd.14.06.2023, proposed Ground Plus Seven storied Commercial building.

AND WHEREAS the Vendor completed the said building dividing it into several independent units/premises/parking space alongwith the common facilities.

AND WHEREAS the vendor 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.

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AND WHEREAS the Vendor has now firmly and finally decided to sell and have offered for sale to the purchaser/s all that Commercial Unit being No. \_\_\_\_\_ measuring \_\_\_\_\_ Sq.Ft. ( Rera Super built-up area ) at \_\_\_\_\_ Floor of the said building alongwith the undivided proportionate share and interest in the land on which the said building stands, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) only.

AND WHEREAS the purchaser/s 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 vendor 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 till date and considering the price so offered by the vendor as fair and reasonable have agreed to purchase from the vendor the Schedule-B property with undivided common share or interest in the stairs, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendences, 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 vendor 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 and conditions mentioned hereinunder.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) only, paid by the purchaser/s to the vendor, related to the Schedule-B property, the receipt of which is acknowledged by the vendor by execution of these presents and grants full discharge to the purchaser/s from the payment thereof and the vendor does 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 Vendor, 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 & AREAS and the COMMON PROVISIONS & UTILITIES AND have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves 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 VENDOR 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.

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3. That the purchaser/s shall have all rights, title and interest in the 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 any body claiming through or under it 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/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the vendor not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for residential purposes.

5. 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 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 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/s may suffer or sustain in resulting therefrom.

6. That the vendor further covenants with the purchaser/s that if for any defect of title, the purchaser/s is/are deprived of ownership or of possession of the said property described in the Schedule-B below or any part thereof in future, then the vendor shall forthwith return to the purchaser/s the full or proportionate part of the consideration money as the case may be together with interest @ 7% p.a. from the date of such deprivation of ownership or of possession and the vendor shall further pay adequate compensation to the purchaser/s for any other loss or injury which the purchaser/s may suffer or sustain in consequence thereof.

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7. That the vendor do hereby covenants with the purchaser/s 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 proposes to transfer subsists and the vendor 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.

8. That the purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

9. That the purchaser/s will obtain his/her/their 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/s, the vendor shall have no responsibility or any liability in this respect.

10. That the vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the purchaser/s to the property hereby conveyed at the cost of the purchaser/s.

11. That the purchaser/s shall 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. and Dabgram-II Gram Panchayat 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.



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

13. That the purchaser/s shall keep the area neat and clean and in proper condition and shall use the property for residential purpose only 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.

14. That the purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

15. That the vendor will pay upto date municipal/Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

16. 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/s unless separately levied upon and charged for.

17. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES as described in the Schedule-D shall be looked after by the 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 residential apartments.

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18. 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, choukidar, etc. as will be determined by the vendor from time to time till the time an executive body or any other authority of the building or Apartment owners association is formed to take care of the common maintenance of the building.

19. That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement. The purchaser/s will pay Rs.2 per sq.ft., of the his/her/their respective area as purchased and the amount shall be paid to the Vendor of these present. After formation of the Association by the Purchaser/s, the maintenance charges will be looked after by the Association.

20. 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 vendor or the Apartment 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 vendor or the Association acting at the relevant time for any loss or damage suffered by the vendor or the Association in consequence thereof.

21. That the purchaser/s 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/s and in the event of encroachment, the vendor 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.

22. That the purchaser/s further covenant with the vendor 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 vendor shall not be held responsible in any manner whatsoever.

23. That the vendor shall have full right to carry out extensive development/construction activities in future in the entire area falling inside/outside of the land beneath the building and complex herein in which the flats are located for further expansion and that the purchaser/s shall not have any objection and/or claims, if any which arise due to such development activities or incidental/related activities arising out of the expansion of the complex. And if the vendor in due course of the time deems fit and proper to extend the said project by developing the nearby land, then the habitants of the said extended project shall be entitled to use and enjoy the items mentioned in Schedule-D herein and also all the common portions, common areas, common utilities, common amenities such as roadways, pathways etc., of the said complex and all the other facilities as they been occupants of the said multistoried building and complex.

24. 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 residential flat of the building save the battery operated inverter.

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25. That the Vendor hereby declares that after handing over the possession of the flat to the Flat owners, the renewal of Fire License or the maintenance related to Fire license/ Equipments shall be looked after by the Flat owners only after forming an Apartment owners Association by framing a proper memorandum of Association together with the Rules & Regulations.

26. That the purchaser/s shall not be allowed to sale/transfer the car parking area hereby purchased with the residential flat to any intending purchaser/s who does not own or have a residential flat registered in his/her/their name in the said complex.

27. That the vendor shall use the remaining area at the ground floor of the complex in any manner whatsoever ( i.e. for servant quarter, closed parking with shutter gate, etc., ) if required, to which the purchaser/s shall have no objection.

28. 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/s and the vendor or the 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.

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**SCHEDULE - 'A'**

**(DESCRIPTION OF THE LAND OF WHICH BUILDING STANDS)**

All that piece or parcel of land measuring 1.172253 Acre or more or less 71 Kathas forming part of R.S.Plot Nos. 150, 148/433 and 150/440, recorded in R.S.Khatian No.-144 and 143, corresponding to L.R.Plot No.-15, corresponding to L.R.Khatian No.-275, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S.Sheet No.9, corresponding to L.R.Sheet No.53, P.S.- Bhaktinagar, within Eastern Bypass Road, within Dabgram-II Gram Panchayat area, Registry Office and District – Jalpaiguri, in the State of West Bengal. The said building complex has been named as “**AMBEY SQAURE**”.

The said land is bounded and butted by as follows:-

BY NORTH : Property of Naresh Agarwal, Rajesh Agarwal and others,

BY SOUTH : Property of Prime Developers,

BY EAST : Property of Sagunath Roy and others

WEST : 100 feet wide pucca Eastern Bypass Road.

## **SCHEDULE-B**

All that Commercial Unit being Unit No. \_\_\_\_\_, measuring \_\_.00 Sq.ft. ( Built-up area ) having \_\_.00 **Sq.ft.**,( Super Built-up area), at \_\_\_\_\_ Floor of the building named **“AMBEY SQUARE”**, together with undivided proportionate share in the Schedule-A land on which the said building stands, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S.Sheet No.9, corresponding to L.R.Sheet No.53, P.S.- Bhaktinagar, within Eastern Bypass Road, Dabgram-II Gram Panchayat, A.D.S.R.O- Bhaktinagar, District - Jalpaiguri.

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**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, Lifts, equipments and installations, comprised in the common portions including water pumps, 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 organisation including the Office expenses incurred for maintaining the office thereof.

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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.

#### **SCHEDULE-D**

#### **( COMMON PROVISIONS AND UTILITIES )**

1. Lifts, Stair case and stair case landing on all floors.

2. Common entry on the ground floor.

3. Water pump, water tank, water pipes and common plumbing installation.

4. Drainage and sewerage.

5. Boundary wall and main gate.

6. Such other common parts, areas and 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.



: 16 :

IN WITNESSES WHEREOF the Vendor in good health and conscious mind have put its respective signatures on these presents 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.

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VENDOR

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PURCHASER

2.

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

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Sanjay Kumar Marodia  
Advocate, Siliguri  
R.No.849/840/92.

