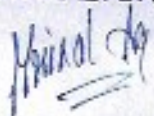


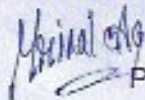
DEED OF SALE

SBA REALTORS PVT. LTD.



DIRECTOR

EASTERN HEIGHTS



PARTNER

EASTERN HEIGHTS



PARTNER

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY
OF _____, 2020 (TWO THOUSAND TWENTY).

AREA OF SHOP / UNIT / OFFICE / PARKING

| | | |
|---------------------|---|-----------------------------|
| PREMISES | : | _____ SQUARE FEET |
| FLOOR | : | _____ FLOOR |
| R.S. PLOT NO'S | : | 144, 145, 159, 160, 144/395 |
| R.S. KHATIAN NO'S | : | 291/9, 291/17, 291/18 & 294 |
| R.S. SHEET NO. | : | 5 [FIVE] |
| J. L. NO. | : | 2 [TWO] |
| MOUZA | : | DABGRAM |
| PARGANA | : | BAIKUNTHAPUR |
| P. S. & ADSR OFFICE | : | BHAKTINAGAR |
| SMC WARD NO. | : | XXXXII (FORTY TWO) |
| DISTRICT | : | JALPAIGURI |
| CONSIDERATION | : | RS. _____/- |

BETWEEN

1. **SBA REALTORS PRIVATE LIMITED [PAN : AAQCS0958J]** a Private Limited Company, registered under the Indian Companies Act, 1956, bearing Certificate of Incorporation No. U45400WB2011PTC164925, dated 14.07.2011 having its registered office at C/o Naresh Kr. Agarwal, D - 3, Shanti Kunj, Shaktigarh, Road No. 1, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India and represented by one of its **DIRECTOR - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr.Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India.

2. **EASTERN HEIGHTS [PAN : AAHFE3053A]**, a Partnership Firm, having its Registered Office at Amtala Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001, Dist. Jalpaiguri, in the State of West Bengal, India and represented by one of its **PARTNER - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr.Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India.

- hereinafter jointly called the "**VENDORS / FIRST PARTY**" (which expression shall mean and include unless exclude by or repugnant to the context be deemed to be his/her/their/its directors, partners, heirs, executors, administrators, legal representatives and assigns) of the "**FIRST PART**".

SBA REALTORS PVT. LTD.

Mrinal Agarwal

DIRECTOR

EASTERN HEIGHTS

Mrinal Agarwal

PARTNER

EASTERN HEIGHTS

Mrinal Agarwal

PARTNER

AND

EASTERN HEIGHTS [PAN : AAHFE3053A], a Partnership Firm, having its Registered Office at Amtala Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001, Dist. Jalpaiguri, in the State of West Bengal, India and represented by one of its **PARTNER - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr.Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S.F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal - hereinafter called the "**DEVELOPER / PROMOTER / CONFIRMING PARTY**" (which expression shall mean and include unless exclude by or repugnant to the context be deemed to be its partners, heirs, executors, administrators, legal representatives and assigns) of the "**SECOND PART**".

AND

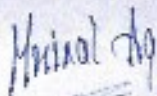
SRI/SMT _____ [PAN : _____ & AADHAAR : _____], Son / Wife of _____, _____ by Religion, _____ by Occupation, Indian by Nationality, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, India - hereinafter called as the "**PURCHASER/S**" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees).

WHEREAS:-

Unless in this Indenture, there is something contrary or repugnant to the subject or context:-

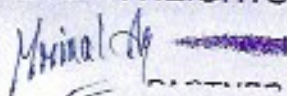
A)VENDORS shall mean **LSBA REALTORS PRIVATE LIMITED [PAN : AAQCS0958J]** a Private Limited Company, registered under the Indian Companies Act, 1956, bearing Certificate of Incorporation No. U45400WB2011PTC164925, dated 14.07.2011 having its registered office at C/o Naresh Kr. Agarwal, D - 3, Shanti Kunj, Shaktigarh, Road No. 1, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India and represented by one of its **DIRECTOR - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr.Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal. India&**2. EASTERN HEIGHTS [PAN : AAHFE3053A]**, a Partnership Firm, having its Registered Office at Amtala Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001, Dist. Jalpaiguri, in the State of West Bengal, India and represented by one of its **PARTNER - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr.Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by

SBA REALTORS PVT. LTD.

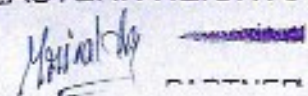


DIRECTOR

EASTERN HEIGHTS



EASTERN HEIGHTS



Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal.

B)PURCHASER/S shall mean _____ [PAN : _____ & AADHAAR : _____] S/o _____, _____ by Religion, _____ by occupation, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____.

C)DEVELOPER shall mean **EASTERN HEIGHTS [PAN : AAHFE3053A]**, a Partnership Firm, having its Registered Office at Amtala Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001, Dist. Jalpaiguri, in the State of West Bengal, India and represented by one of its **PARTNER - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr. Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India.

D)PREMISES / BUILDING shall mean all that Basement + Lower Ground + Upper Ground + 5 Storied Commercial Building brick - built and premises TOGETHERWITH the piece and parcel of revenue redeemed land thereunto belonging whereon or on part whereof the same is would erect and building containing an area measuring **100.535 Kathas** [little more or less] appertaining to and forming a part of R.S. Khatian No's. 291/9, 291/17, 291/18 & 294 corresponding to L.R. Khatian No's.1587 & 1943, comprised in R.S. Plot No's.144, 145, 159, 160, 144/395 corresponding to L.R. Plot No's. 404, 405, 406, 407 & 408 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, Mouza - Dabgram, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri, morefully and wherever the context so permits or intends shall including the building thereon.

E) PLAN shall mean the plan of **Being No. 593 dated 31.08.2019 and sanctioned on 05.06.2020**, comprised in R.S. Khatian No's. 291/9, 291/17, 291/18 & 294 corresponding to L.R. Khatian No's.1587 & 1943, comprised in R.S. Plot No's.144, 145, 159, 160, 144/395 corresponding to L.R. Plot No's. 404, 405, 406, 407 & 408 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, Mouza - Dabgram, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri.

F) APARTMENT / UNIT shall mean Unit or Shop or Office or Parking space, forming such as apartment within the building would erect situated at Chayan Para, Amtala Road, Eastern Bye Pass Road, P.O. Salugara, within P.S. Bhaktinagar, in R.S. Khatian No's. 291/9, 291/17, 291/18 & 294 corresponding to L.R. Khatian No's.1587 & 1943, comprised in R.S. Plot

SBA REALTORS PVT. LTD.

Mrinal Das

DIRECTOR

EASTERN HEIGHTS

Mrinal Das

PARTNER

EASTERN HEIGHTS

Mrinal Das

PARTNER

No's.144, 145, 159, 160, 144/395 corresponding to L.R. Plot No's. 404, 405, 406, 407 & 408 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, Mouza - Dabgram, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri.

G) UNDIVIDED SHARE shall mean the undivided impartibly proportionate share in the land comprised in R.S. Khatian No's. 291/9, 291/17, 291/18 & 294 corresponding to L.R. Khatian No's. 1587 & 1943, comprised in R.S. Plot No's. 144, 145, 159, 160, 144/395 corresponding to L.R. Plot No's. 404, 405, 406, 407 & 408 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, Mouza - Dabgram, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri attributable and allocable as against any apartment as aforesaid, or relating thereto, the same being a part thereof in fact.

H) COMMON AREAS AND INSTALLATION shall mean those of the common area and facilities mentioned and specified in the **SCHEDULE - "D"** hereunder written and declared and expressed by the Vendors/Developer for common use and enjoyment of Co - Owners.

I) COMMON EXPENSES shall mean and include all expenses for the maintenance, management, upkeep and administration of the Building and in particular, the Common areas, and Installations and radiation of common services in common of the co- owners, and all other expenses for the common purpose including those mentioned in the **SCHEDULE - "E"** hereunder written to be contributed, borne, paid and shared by the Co - Owners.

J) CO - OWNERS according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any apartment in the Building, or have agreed to purchase any apartment of the Building and take lawful possession of any such, apartment and all the unsold Apartments and/or Apartments therein possession where of not being parted with by the Vendors and/or Developer/Confirming Party.

K) ASSOCIATION shall mean the Association to be formed by all the co - owners as aforesaid for joint care, securities, preservation and maintenance of the said building, all the co - owners being agreed to join such association or due formation thereof paying proportionately for such purpose.

L) DEVELOPMENT AGREEMENT shall mean the **Joint Development Agreement** is done for development by and between the **Vendors and Developers/Confirming Party** was duly registered by virtue of Deed No. I-4364 for the year 2020, recorded in Book No. 1.

SBA REALTORS PVT. LTD.

DIRECTOR

EASTERN HEIGHTS

PARTNER

EASTERN HEIGHTS

PARTNER

Volume No. 0711-2020, Pages from 116676 to 116715 and registered in the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri.

D. WHEREAS the VENDOR NO.1 - SBA REALTORS PRIVATE LIMITED, acquired by way of purchase, for valuable consideration and is the sole and absolute owner in peaceful possession of all that pieces and parcels of the:-

Land Measuring 6 Kathas 2 Chhataks or equal to 10.10625 Decimals, in part of R.S. Plot No. 144, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-149 for the year 2012, recorded in Book No. I, CD Volume No. 1, Pages from 2339 to 2357, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

Land Measuring 5 Kathas 5 Chhataks or equal to 8.765625 Decimals, in part of R.S. Plot No. 159, recorded in R.S. Khatian No. 291/17, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-150 for the year 2012, recorded in Book No. I, CD Volume No. 1, Pages from 2358 to 2376, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

Land Measuring 37 Kathas or equal to 61.05 Decimals, in part of R.S. Plot No. 159, recorded in R.S. Khatian No. 291/17, under R.S. Sheet No. 5, J. L. No. 2, situated at Mouza Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-151 for the year 2012, recorded in Book No. I, CD Volume No. 1, Pages from 2377 to 2395, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

Land Measuring 37 Kathas or equal to 61.05 Decimals, out of which land measuring 9 Kathas 10 Chhataks in part of R.S. Plot No. 144 recorded in R.S. Khatian No. 291/18 and land measuring 27 Kathas 6 Chhataks in part of R.S. Plot No. 159, recorded in R. S. Khatian No. 291/17, respectively under R. S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-152 for the year 2012, recorded in Book No. I, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

SBA REALTORS PVT. LTD.

Minal Dey

DIRECTOR

EASTERN HEIGHTS

Minal Dey

PARTNER

EASTERN HEIGHTS

Minal Dey

PARTNER

Land Measuring 9.69 Kathas or equal to 16 Decimals, in part of R.S. Plot Nos. 160 [0.13 Acres or equal to 13 Decimals] & 144/395 [0.03 Acres or equal to 3 Decimals] respectively corresponding to L.R. Plot No. 405, recorded in R.S. Khatian No. 294 corresponding to L.R. Khatian No. 1587, under R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, J.L. No. 2, situated at Mouza- Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-4266 for the year 2017, recorded in Book No. I, duly executed by Smt. Nateshwari Adhikari & Others of Roy Colony, Sevoke Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

AND WHEREAS by virtue of aforesaid Five Separate Deed of Conveyance being Document No's. **I-00149** for the year 2012, **I-00150** for the year 2012, **I-00151** for the year 2012, **I-00152** for the year 2012 & **I-4266** for the year 2017, the said **VENDOR NO. 1** became the sole absolute owner of the aforesaid land total measuring 95.1275 Kathas, but now the **VENDOR NO. 1**, only in possession of land measuring **86.535 Kathas**, having permanent, heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid **VENDOR NO. 1** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being Khatian No. 1587 was framed in the name of **VENDOR NO. 1 - SBA REALTORS PRIVATE LIMITED**, as per provision of W.B.L.R. Act, 1955 & also converted the aforesaid land from **Dahala to Bastu, Vide Conversion**, being Case No. **221/12-13/SDLLRO(S)/JAL** & being Case No. **222/12-13/SDLLRO(S)/JAL**, dated 16-01-2013.

AND WHEREAS the aforesaid **VENDOR NO. 1 - SBA REALTORS PRIVATE LIMITED** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land, being **Holding No. VL / 100 / A / 69**.

II). WHEREAS the **VENDOR NO. 2 - EASTERN HEIGHTS**, acquired by way of purchase, for valuable consideration and is the sole and absolute owner in peaceful possession of all that pieces and parcels of the:-

Land Measuring 5 Kathas or equal to 8.25 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian Nos. 291/9 & 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza- Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6661 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 156819 to 156837, duly executed by Smt Manisha Choudhury, W/o Sri Rajiv Choudhury of Iskcon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

SBA REALTORS PVT. LTD.

Manish Ch

DIRECTOR

EASTERN HEIGHTS

Manish Ch

PARTNER

EASTERN HEIGHTS

Manish Ch

PARTNER

Land Measuring 5 Kathas or equal to 8.25 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6662 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 156799 to 156818, duly executed by Smt Khusboo Choudhry, W/o Sri Sandip Choudhry of Iskcon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

Land Measuring 2 Kathas or equal to 3.3 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6723 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 158599 to 158618, duly executed by Smt Khusboo Choudhry, W/o Sri Sandip Choudhry of Iskcon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

Land Measuring 2 Kathas or equal to 3.3 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian No's. 291/9 & 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6808 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 159570 to 159589, duly executed by Smt Manisha Choudhury, W/o Sri Rajeev Choudhury of Iskcon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

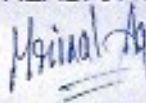
AND WHEREAS by virtue of aforesaid Four Separate Deed of Conveyance, **Document No's. I-6661** for the year 2018, **I-6662** for the year 2018, **I-6723** for the year 2018 & **I-6808** for the year 2018, the said **VENDOR NO. 2**, became the sole and absolute owner of the aforesaid land total measuring 5 Kathas + 5 Kathas + 2 Kathas + 2 Kathas = **14 Kathas**, having permanent heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid **VENDOR NO. 2** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being Khatian No. 1943 was framed in the name of **VENDOR NO. 2 - EASTERN HEIGHTS** as per provision of W.B.L.R. Act, 1955.

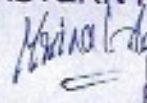
AND WHEREAS the aforesaid **VENDOR NO. 2** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of **VENDOR NO. 2**, being **Holding No. 100 / A / 82** and **100 / A / 83**.

AND WHEREAS the aforesaid Vendor No. 1 & Vendor No. 2 had also got **Land Use Compatibility Certificate [LUCC]** from **Siliguri Jalpaiguri Development Authority [SJDA]** vide **Memo No. 3363/ SJDA dated 29.05.2019**.

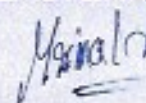
SBA REALTORS PVT. LTD.


DIRECTOR

EASTERN HEIGHTS


PARTNER

EASTERN HEIGHTS


PARTNER

AND WHEREAS the aforesaid SBA REALTORS PRIVATE LIMITED (Vendor No. 1 of these present) & EASTERN HEIGHTS (Vendor No. 2 of these present), duly amalgamated their aforesaid total respective land measuring $86.535 + 14.00 = 100.535$ Kathas into a single land by executed a **DEED OF AMALGAMATION, DATED 13TH DAY OF FEBRUARY, 2019.**

AND WHEREAS, thereafter the aforesaid SBA REALTORS PRIVATE LIMITED (Vendor No. 1 of these present) & EASTERN HEIGHTS (Vendor No. 2 of these present) had jointly appointed to the EASTERN HEIGHTS, a Partnership Firm, as a Developer/Promoter/Confirming Party for construction/development of a Proposed Basement + Lower Ground + Upper Ground + 5 storied Commercial Building on the aforesaid **total plot of land measuring about 100.535 Kathas** [little more or less] by virtue of **Joint Development Agreement**, vide Deed No.I-4364 for the year 2020, recorded in Book No. I, Volume No. 0711-2020, Pages from 116676 to 116715 and registered in the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri.

AND WHEREAS Vendors / Developer have also obtained the Sanction Building Plan from Siliguri Municipal Corporation for Proposed Basement + Lower Ground + Upper Ground + 5 Storied Commercial Building vide **Plan No. 593 dated 31.08.2019** upon the aforesaid plot of land measuring about 100.535 Kathas.

AND WHEREAS to distinguish the Proposed Basement + Lower Ground + Upper Ground + 5 Storied Commercial Building and with a view to assign an identity to the building, the Vendors and the Developer decided to name the building as **"DWARIKA HEIGHTS"**.

AND WHEREAS the Vendors and the Developer has already constructed/in process of construction of the said Proposed Basement + Lower Ground + Upper Ground + 5 Storied Commercial Building divided into several independent units/shop/office/parking spaces.

AND WHEREAS the Vendors and the Developer has formulated a scheme to enable a person/persons/party intending to have own ownership units/shop/office/parking space in the said Proposed Basement + Lower Ground + Upper Ground + 5 storied Commercial Building popularly known as **"DWARIKA HEIGHTS"** along with undivided proportionate share in the land mentioned in SCHEDULE - "A" and the common areas in the said building such as the landings, staircase, common passage in the building. The word "Proportionate" shall mean the proportion which the built-up area of the said unit/shop/office/parking space bears to the total built-up area of the said Building.

AND WHEREAS the Purchaser/s being in need of such type of property in his/her/their/its ownership in the locality where the said Commercial Building situated has/have approached the Vendors and the Developer, expressing the desire to have a ownership of Unit/Shop/Office/Parking space in the said commercial building and accordingly then also has/have examined and inspected the documents of title of the VENDORS and the documents of the DEVELOPER, to all that piece or parcel of land as more fully described in the SCHEDULE - "A" given herein below along with building plan duly approved by the Siliguri Municipal

SBA REALTORS PVT. LTD.

Minal

DIRECTOR

EASTERN HEIGHTS

Minal

PARTNER

EASTERN HEIGHTS

Minal

PARTNER

Corporation and has/have also seen and inspected the standard of workmanship in construction, quality of materials used, construction of the said building/block to the extent constructed as on the date of execution of these presents and after satisfying himself/herself/themselves/itself about the title of the VENDORS and interest of the DEVELOPER, as to the land as well as the standard of construction, the Purchaser/s has/have decided to purchase the said Unit/Shop/Office/Parking space and the PURCHASER/S has then through an application requested to the Developer, for allotment of a Unit/Shop/Office/Parking space, having an approximate **Super Built Up Area** admeasuring _____ Sq. Ft. situated at _____ Floor having fully described in SCHEDULE - "B" below, for valuable consideration of Rs. _____/- (Rupees _____) only in the commercial building named "DWARIKA HEIGHTS".

AND WHEREAS the VENDORS and the DEVELOPER, considering the Price offered by the Purchaser/s to be highest prevailing in the market, has provisionally allotted a _____ (Unit/Shop/Office/Parking) space having an approximate **Super Built Up Area** admeasuring _____ Sq. Ft. situated at _____ Floor at the said Commercial building "DWARIKA HEIGHTS" is fully described in SCHEDULE - "B" below, for total consideration of Rs. _____/- (Rupees _____) only to the Purchaser/s.

AND WHEREAS the VENDORS and the DEVELOPER, has/have accordingly in furtherance of the said allotment, entered into an AGREEMENT FOR SALE on _____ Day of _____, 2020 with the Purchaser/s, for sale of the said _____ (Unit/Shop/Office/Parking) space having an approximate **Super Built Up Area** admeasuring _____ Sq. Ft. situated at _____ Floor of the said Commercial building "DWARIKA HEIGHTS" is fully described in SCHEDULE - "B" below, for total consideration of Rs. _____/- (Rupees _____) only, free from all encumbrances, charges, liens, lispendices, attachments, mortgages and all or any other liabilities whatsoever.

AND WHEREAS the Vendors has/have requested the Purchasers/s to make the total payments/consideration amount unto and in favour of the Developer / Promoter /Confirming Party of these presents.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. That the Vendors and the Developer herein have jointly agreed to sell all that one unit being _____ (Unit/Shop/Office/Parking) Space having an approximate **Super Built Up Area** admeasuring _____ Sq. Ft. situated at _____ Floor of the said Commercial building "DWARIKA HEIGHTS" is fully described in SCHEDULE - "B" below and the land situated at Eastern Bye Pass, Comprised in R.S. Khatian No's. 291/9, 291/17, 291/18 & 294 corresponding to L.R. Khatian No's.1587 & 1943, comprised in R.S. Plot No's.144, 145, 159, 160, 144/395 corresponding to L.R. Plot No's. 404, 405, 406, 407 & 408 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, Mouza - Dabgram, J.L. No. 2, Pargana Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri TOGETHER WITH the undivided proportionate share of Land and Building, more

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fully described in SCHEDULE – “A” hereinabove written and TOGETHER WITH the undivided proportionate share common facilities, right over passage, main entrance, staircase and landing, lift, common parts, common portions, common areas, etc., more fully described in the SCHEDULE – “C” below hereunder written, to the Purchaser/s who will and shall have the right **TO HAVE AND TO HOLD** the same absolutely, free from all encumbrances subject to the payments of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of West Bengal, Municipal Corporation or any other concerned authorities and at or for total of consideration of Rs. _____/- (Rupees _____) only, the VENDORS and the DEVELOPER have acknowledged the receipt and grant full discharge to the PURCHASER/S from the payment thereof and the VENDORS / DEVELOPER / CONFIRMING PARTY, do hereby convey and transfer absolutely the said _____ (Unit/Shop/Office/Parking) Space of the same. The aforesaid consideration is excluding / including of GST which is fully described below with heading of memo of consideration for Shop.

MEMO OF CONSIDERATION FOR SHOP

| DATED | CHEQUE NO. | BANK | AMOUNT |
|-------|------------|------|--------|
| | | | |
| | | | |
| | | | |

And in addition to the aforesaid consideration the Purchaser/s shall be also liable to pay GST as applicable shall charge additionally the following amounts to the Developer which is also fully described below in heading of Memo of Consideration for Maintenance Charges, Memo of Consideration for Legal Charges.

MEMO OF CONSIDERATION FORMAINTENANCE CHARGES

| DATED | CHEQUE NO. | BANK | AMOUNT |
|-------|------------|------|--------|
| | | | |
| | | | |
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MEMO OF CONSIDERATION FOR LEGAL CHARGES

| DATED | CHEQUE NO. | BANK | AMOUNT |
|-------|------------|------|--------|
| | | | |
| | | | |
| | | | |

And separate cheques shall be issued by the Purchaser/s in favour of Developer for the above mentioned heads of payment and Purchaser/s is also liable to pay GST charges extra as applicable on time to time for each heads of payments.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors/Developer, Site 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 has/have satisfied himself/herself/themselves/itself about the standard of construction thereof including that of the said Unit/Shop/Office/Parking 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 Proposed Basement + Lower Ground + Upper Ground + 5 storied Commercial 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 property hereby sold and conveyed to him/her/their and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors/Developer or anybody claiming through or under them and all the rights, title and interest which are vested in the Vendors/Developer 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 Vendors/Developer 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 which may harm the basic structure of the building and the same shall be hold by the Purchaser/s as one and only one independent unit.

5. That the Vendors/Developer doth hereby covenant with the Purchaser/s that the right, title and interest, which the Vendors/Developer professes to transfer, subsist, and the Vendors/Developer has full authority to transfer the property hereby transferred, expressed or intended so to be, to and in favour of the Purchaser/s in the manner as aforesaid and the Vendors/Developer or any person claiming under him shall and will from time to time and at all times hereafter at the request cost of the Purchaser/s execute and/or cause to be executed

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all such acts, deeds, things and documents or other writings whatsoever for further and more effectually assuring the more enjoyment of right, title and interest and possession of the Purchaser/s thereof/therein in respect of the below SCHEDULE- "B" property as shall or may be required under law and it is further covenanted by the Vendors/Developer that there subsists no charge, attachment, mortgage as on the date of this presents, and, in the event of the discovery of any such charge, mortgage, attachment the Vendors/Developer and/or the person/persons claiming under him shall be held liable to be dealt in accordance with the law and shall also be held liable to fully compensate the Purchaser/s for all losses or injuries which he appears to have sustained in consequences thereof.

6. That the Vendors/Developer further covenants with the Purchaser/s that if for any defect of title, the Purchaser/s is deprived of ownership or of possession of the said property described in the SCHEDULE- "B" below, or any part thereof in future, then the Vendors/Developer shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money as the case may be together with simple interest @ 7 % per annum up to the date of such deprivation of ownership or of possession and the Vendors/Developer shall further pay adequate compensation to the Purchaser/s for any other loss or injury which the Purchaser/s may have suffered or sustained in consequence thereof.

7. The Vendors/Developer has full right and authority to transfer the property as fully described in the SCHEDULE - "B" given below to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the aforesaid without any obstruction or hindrance whatsoever.

8. That the Vendors/Developer hereby declares and covenants with the Purchaser/s that there exists no mortgage charge, attachment or encumbrance on the SCHEDULE- "B" property or on SCHEDULE- "A" property or on the vacant land prior to construction hereby sold and conveyed, expressed or intended so to be or any part thereof and the Vendors/Developer have not entered into any binding contract with any other person/persons for sale of the said property or any part thereof and there is no such contract existing on the date of these presents and that the property hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Vendors/Developer on the date of these presents and is free from all encumbrances and charges and the Vendors/Developer hereof covenants with the Purchaser/s that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrance whatsoever with respect to the said property as fully described in the SCHEDULE - "B" the Vendors/Developer shall be liable to compensate the Purchaser/s adequately for the loss or injury sustained or to be sustained by the Purchaser/s in consequence thereof.

9. 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 of 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.

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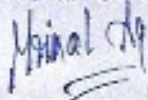
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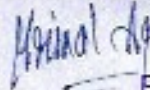
10. That the Vendors/Developer further under take to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.
11. That the Purchaser/s shall has/have the right to get his/her/their name/s mutated with respect to the said SCHEDULE – "B" property both at the office of the B.L. & L.R.O and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay municipal taxes and other taxes as may be levied upon him/her/them by the concerned authority from time to time though the same has not yet been assessed. The Purchaser/s shall pay his proportionate part of all taxes etc. as mentioned above to the Vendors/Developer if such taxes and dues are levied in common on the whole complex. The Purchaser/s shall indemnify and shall keep indemnified the Vendors/Developer and Owner/s of the other Unit/Shop/Office/Parking Space/Premises against any such liability.
12. That the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the said Premises or let-out, lease out the said premises to whomsoever.
13. That the Purchaser/s shall keep the area neat and clean and shall not use the same for any illegal purpose.
14. That the Purchaser/s shall use the demised premises for any lawful purpose, whatsoever and the Vendors/Developer shall have no objection thereto.
15. That the Purchaser/s shall obtain his/her/their/its own independent ELECTRIC CONNECTION from the W.B.S.E.D.C.I. or any other appropriate authority for his/her/their/its 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 in this respect.
16. That the Purchaser/s shall permit lawful entry at all reasonable times to the Vendors/Developer and/or its agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, as well as legal adviser for one or more of the purposes of inspecting, examining, checking, testing constructing developing preparing, running, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation or development protection and/or safety of the BUILDING including the COMMON PORTION & AREAS and the COMMON PROVISIONS & UTILITIES or any part or parts thereof.
17. 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 such encroachment, the Vendors/Developer or the executive body or any authority of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance in accordance with law 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.

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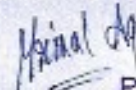
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18. That the Purchaser/s shall display the sign board in the conspicuous place above the shutter of his premises.

19. That the Purchaser/s shall pay such proportionate charges for the common facility such as water supply, sanitation, etc. as will be determined by the Vendors/Developer from time to time till the time any authority/association of the occupants of the building is formed to take care of the common maintenance of the building and shall pay his/her/their proportionate share to the authority so formed thereafter.

20. 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 right, title and interest in the land are impartible.

21. 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.

22. That the Developer shall have all the right, title and interest over the top roof, terrace of the building and shall be entitled to install any sort of tower for which the Purchaser/s shall have no objection. That the Developer shall have the absolute right, title and interest over the same and can sell, lease or construct on the top roof of the building and use the top roof in any manner whatsoever including installation of any sort of tower, dish antenna, etc. That the Developer shall have full right to use the outer portion/exterior of the building for the purpose of the advertisement/display & the Purchaser/s shall have no right in the said top roof of the building.

23. That out of aforesaid unit/shop/office/parking space of the building the Developer shall have exclusive right over the unsold portion and Hotel Area of the Project and the Purchaser/s shall have no objection in this regards.

24. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendors/Developer till accommodation for all Unit/Shop/Office/Parking premises in the BUILDING are sold and thereafter the OWNERS and OCCUPANTS of different Unit/Shop/Office/Parking premises shall form and constitute an Shop Owner's 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 Unit/Shop/Office/Parking premises and as soon as the OWNERS & OCCUPANTS form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors/Developer in respect of the maintenance and upkeep of the COMMON PORTIONS & AREAS and the COMMON PROVISIONS & UTILITIES including realization of common expenses and the compliance of various legal formalities or other formalities pertaining to the BUILDING shall vest into and devolve upon such Shop/Office Owner's Association.

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25. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility if any, 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 is formed to take care of the common maintenance of the building.
26. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the SCHEDULE - "C" given herein under) within time allowed by the Vendors/Developer or the Shop/Office 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 or as determined by the shop/office owner's association acting at the relevant time along with such dues and arrears and shall also be liable to compensate the 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 and the Purchaser/s shall also be restrained from using the common facilities.
27. 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.
28. 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 part of the building save the battery operated inverter.
29. That the Purchaser/s will bear all cost and expenses including Stamp Duty & Registration Fees etc. for registering the Deed of Sale for the said premises which will be prepared by Advocate of the Vendors/Developer.
30. 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 Vendors/Developer 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/they shall have the right to move to court at Siliguri.

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SCHEDULE - "A"

(Description of Land on which Basement + Lower Ground + Upper Ground + 5 storied Commercial Building stand)

ALL THAT PIECE OR PARCEL of total Bastu Land measuring 100.535 Katha, (little more or less) appertaining to RS Plot Nos. 144, 145, 159, 160 & 144/395 corresponding to L. R. Plot Nos. 404, 405, 406, 407 & 408, recorded in RS Khatian Nos. 291/9, 291/17, 291/18 & 294 corresponding to L. R. Khatian Nos. 1587 & 1943, under R. S. Sheet No. 5 corresponding to L. R. Sheet No. 4, situated within Mouza-Dabgram, J. L. No. 2, Pargana-Baikunthapur, P.O. Salugara, P.S. Bhaktinagar, within Ward No. XXXXII of Siliguri Municipal Corporation (SMC), bearing Municipal Holding Nos. VL/100/A/69, 100/A/82 & 100/A/83, Located at Chayan Para, Amtala Road, Eastern Bye Pass, under jurisdiction of Additional District Sub-Registrar Office Bhaktinagar & B. L. & L. R. O. Office Rajganj, District Jalpaiguri.

The land on which the building stands is butted and bounded as follows:-

| | | |
|-------|---|---|
| North | : | Land of Hindustan Bone Mill & Others; |
| South | : | Land of Hanuman Traders, Binod Roy & Others; |
| East | : | 100 Feet wide Eastern Bye Pass Road (Metal Road); |
| West | : | 27 Feet wide Amtala Road [Metal Road]. |

SCHEDULE - "B"

(Unit/Shop/Office/Parking Space which will be transferred in favour of Purchaser/s)

ALL THAT one _____ (unit/shop/office/parking) Space being **Unit/Shop/Office/Parking No. - _____**, measuring _____ **Square Feet** (including super-built-up area) (Floor- Tiles finished) at the _____ **Floor** of Multi Storied Commercial Building which is popularly known as "**DWARIKA HEIGHTS**" together with proportionate undivided share in the Schedule - "A" land including the right of common usage with the other similar Purchaser/s of corridor, staircase, common passage, ways, lift, shafts, and other facilities for common use with other concerned and common space and common appurtenance.

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, equipment's and installations, comprised in the common portions including water pumps including the cost of repairing renovating and replacing the same.

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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.
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 Vendors/Developer and/or the service organisation for the common purposes.

SCHEDULE - "D"

(Description of the common areas, provision and facilities)

1. Stair case and stair case landing on all floors, Lift space and Lift space landings 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 equipment's, 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. Road, passage and vacant land.
8. Common Toilets.

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DIRECTOR

EASTERN HEIGHTS

Manish Ch

PARTNER

EASTERN HEIGHTS

Manish Ch

PARTNER

IN WITNESSES WHEREOF the authorized signatory of the Vendors and the Developer in good health and conscious mind has put his/her/their/its signatures on these presents on the day, month and year first above written.

FIRST PARTY

SECOND PARTY

THIRD PARTY

-: WITNESSES: -

1. _____

2. _____

Drafted by me and printed at my office,

ADVOCATE, SILIGURI

SBA REALTORS PVT. LTD.

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DIRECTOR

EASTERN HEIGHTS

Mahinal

PARTNER

EASTERN HEIGHTS

Mahinal

PARTNER