

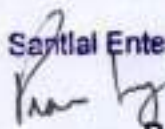
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Page No. 1

AGREEMENT OF SALE

(DRAFT COPY)

M/s. Santlal Enterprise



Partner



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Page No. 2

THIS AGREEMENT OF SALE IS MADE ON ____ DAY OF _____,
20....

ONE RESIDENTIAL FLAT BEING FLAT No... ".....", HAVING CARPET AREA MEASURING SQ. FT., SITUATED ATFLOOR IN TOWER IN BLOCK-"II" TOGETHER WITH THE RIGHT TO PARK TWO CARS BACK TO BACK AT GROUND FLOOR.

NAME OF THE COMPLEX	QUEENSPARK
BLOCK, TOWER, FLAT NO.	BLOCK -II, TOWER -....., FLAT NO. ...
R.S. PLOT NO.	80/778, 81/779, 284/847 and 285
R.S. KHATIAN NO.	90/1 and 541
L.R. PLOT NO.	8, 12, 14 AND 15
L.R. KHATIAN NO.	332
SHEET NO.	8 (R.S.), 24 (L.R.)
MOUZA	DABGRAM
POLICE STATION	BHAKTINAGAR
DISTRICT	JALPAIGURI
S.M.C. WARD NO.	41
TOTAL CONSIDERATION	Rs./-

BETWEEN

MR/MRS/M/s..... son/daughter/wife of
(PAN :, AADHAR NO:.....), Hindu by Religion, Indian by Nationality, by Occupation, Resident of P.O., P.S. Pin Code-....., District, in the State of West Bengal -- **HEREINAFTER** referred to and called the **"ALLOTTEE"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, successors, representatives, administrators and assigns) of the **"ONE PART"**.



M/s. Santiaj Enterprise
[Signature]
Partner

AND

SANTLAL ENTERPRISE, a Partnership Firm, (PAN : ADOFS3041C), having its office at Sant Deep Building, Sevoke Road, P.O. & P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal, Represented by its two **PARTNERS, (1) SRI PRAVEEN GARG** and **(2) SRI PRANAV GARG**, both are son of Sri Satya Narayan Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Church Road, P.O. & P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal -- **HEREINAFTER** referred to and called the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, successors-in-office, legal representatives, administrators and assigns) of the "**OTHER PART**".

AND WHEREAS the abovenamed **SANTLAL ENTERPRISE** - the **VENDOR** herein have acquired **LAND** in total measuring about 1.15 Acre by virtue of Purchase vide various Deeds of Conveyance (Sale) as mentioned herein:-

1. Dated 30.01.2018, being Document No. I-671 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
2. Dated 03.09.2018, being Document No. I-5975 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
3. Dated 04.09.2018, being Document No. I-6018 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
4. Dated 30.10.2018, being Document No. I-6968 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
5. Dated 31.10.2018, being Document No. I-6984 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.



M/s. Santlal Enterprise
Pranav Garg
Partner

6. Dated 01.11.2018, being Document No. I-7019 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
7. Dated 02.11.2018, being Document No. I-7071 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.

AND WHEREAS in the manner aforesaid the abovenamed **SANTLAL ENTERPRISE** (the **VENDOR** herein) became the absolute owner of the aforesaid land in total measuring about 1.15 Acre more particularly described in the **SCHEDULE-"A"** given herein below and ever since then the Vendor is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS the name of the abovenamed Vendor in respect of its aforesaid land was duly mutated in the Record of Rights in the Office of the B.L.&L.R.O. Rajganj, District Jalpaiguri and a new L.R. Khatian No. 332, comprising area measuring about 1.15 Acre, was framed in its name under the provisions of West Bengal Land Reforms Act, 1955 and also mutated its name in the Office of the Siliguri Municipal Corporation bearing Holding No. 3045/3049/1/2/A/1.

AND WHEREAS the aforesaid land of the Vendor was also converted to "Commercial Bastu" by the Office of the District Land & Land Reforms Officer Jalpaiguri, vide Conversion Case No. CN/2019/0701/1373, Memo No.03/XIII-58/1373/LMS-II/DLLRO/JAL/2020, dated 10/01/2020, under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS the Vendor being desirous of constructing Commercial and Residential Multi-Storied Buildings Complex over and upon the said piece or parcel of land, which are contiguous situated side by side, which is more particularly described in the Schedule-"A" given hereunder and for such purpose a building plan was duly sanctioned and approved by the Siliguri Municipal



M/s. Santlal Enterprise
Partner
Partner

Corporation, being Building Plan No. 512 dated 16.07.2019 on and upon the said land of the Vendor which is free from all encumbrances and charges whatsoever.

AND WHEREAS the said Multi-storied Buildings Complex comprises of TWO BLOCKS, known as the "**COMMERCIAL BLOCK**" or "**BLOCK - I**" and the "**RESIDENTIAL BLOCK**" or "**BLOCK - II**". The "**COMMERCIAL BLOCK**" or "**BLOCK - I**" comprises of several units, shops, offices, spaces for business activities and the "**RESIDENTIAL BLOCK**" or "**BLOCK - II**" comprises of "**THREE TOWERS**" known as **TOWER-"A"**, **TOWER-"B"** and **TOWER-"C"**. Each Tower comprises of several units/flats/car parkings/spaces.

AND WHEREAS the Vendor is in the process of construction of the said Multistoried Building/s Complex.

AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have own units/premises in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS the **VENDOR** has now decided to sell the Residential Flats in **BLOCK-II Tower A, B and C** along with the Right to Park Two (2) Cars back to back at the Ground Floor.

AND WHEREAS the Allottee/s being in need of a Residential Flat along with Parking in ownership in the locality of the aforesaid Residential building complex approached the Vendor for a residential flat and has examined and got himself fully satisfied about the title of the Land Owners to the said Premises and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith and considering the price so offered by the Vendor as fair and reasonable have agreed to purchase from the Vendor. The Allottee had applied for a residential flat along with two



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Partner

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Page No. 6

back to back car parking space in the Project/Complex vide Application No.....Dated and the Vendor have agreed to sale the residential flat together with the right to park and have allotted to the Allottee the Schedule-"B" property which is **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).

AND WHEREAS now the Parties herein have finally agreed to execute in writing the terms and conditions of the Agreement to avoid any future disputes and/or misunderstanding.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That the Vendor hereby agrees to sell and transfer unto the Allottee/s the Schedule-"B" property and the Allottee/s hereby agrees to purchase the same for a full and final consideration amount of Rs./- (Rupees).
2. That in pursuance of the aforesaid offer, acceptance and this agreement of sale, the Allottee/s have paid to the Vendor a total amount of Rs. (Rupees Only) vide Cheque No./Draft/RTGS/NEFT dated, drawn onBank, Siliguri as an ADVANCE, the RECEIPT of which is acknowledged by execution of these presents.
3. That the Allottee/s shall pay the BALANCE AMOUNT of the consideration money within 31st of December, 2022 in installments after execution of these present as mutually decided between both the parties.
4. That it is to be noted:



M/s. Santal Enterprise
Ranjan
Partner

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Page No. 7

- a. That the balance amount of the agreed consideration along with allied payments, if any, shall be payable in full and final by the Allottee/s to the Vendor before handing over the possession or registration of the Schedule "B" property whichever is earlier.
- b. That it should be included here that the Allottee/s may apply to any financial institution for housing loan etc. for the payment of aforesaid amount/s but the sole responsibility for the finance lies with the Allottee/s and in no way shall affect the rights of the Vendor in regards to the payment Schedule.
- c. That if the Allottee/s fails to pay the sale price/consideration amount violating the terms of Clause - 3 of this Agreement then the Vendor shall not be held responsible if the Vendor fails to complete the construction of the Schedule-"B" Property, mentioned within the time as stipulated in this Agreement. The Vendor shall charge interest @ ___% per month from the Allottee/s on the defaulted amount till the reasonable period of default at the sole discretion of which lies with the Vendor. However the Vendor is at liberty at its discretion and may cancel this Agreement and deny the sale and in such case it shall refund to the Allottee/s, the amount after deducting ___% of the total amount received from the Allottee after selling the said flat to Third party and receiving the Advance from Third Party.

That the Stamp Duty, Registration Fees and GST or any other rates and taxes which is applicable for the registration of the Schedule-B property shall be borne by the Allottee/s. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Vendor shall be increased/ reduced based on such change/modification;

5. That the necessary Deed of Conveyance (Sale) shall be executed by the Vendor in favour of the Allottee/s after receiving full and final payment from the Allottee/s within the stipulated time as mentioned herein.
6. That the Allottee/s shall be entitled to park his/her/their two (2) Cars back to back in the allotted parking No. _____ as marked and demarcated.



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Handwritten signature
Partner

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Page No. 8

7. That the Vendor will pay up to date municipal taxes, land revenue and/or any other charges/dues if any, appertaining to the Schedule-"B" property.
8. That the Vendor shall not be liable at any time under any circumstances for any rate and taxes pertaining to the Schedule-"B" property.
9. That the Allottee/s hereby covenant with the Vendor that he/she/they are satisfied and shall have no claim upon the Vendor as to the construction, quality of materials used or standard of workmanship in the construction thereof including the foundation of the building and/or development, installation, erection and construction of common provisions and utilities of the Schedule-"B" property.
10. That the Vendor have made clear to the Allottee/s that it may carry out extensive developmental/construction activities in future in the area falling inside / outside the said complex and make necessary modification/alterations or changes as required in the complex/project. The Allottee/s gives consent and has/have confirmed that he/she/they shall not raise any objections or make any claims if the Vendor makes any alterations/modifications or changes in the project.
11. That the Allottee/s shall bear all additional cost/s incurred for any changes in the specification of the Schedule-"B" property made at the instance of the Allottee/s.
12. That the common area and common facilities are described in the Schedule "D" below and the Allottee/s shall have every right to use the common facilities with the other flat owners of the building complex. That the Allottee is aware of the fact that the Vendor may undertake construction of the all the Towers in the Block-II of the complex and accordingly common areas and installations may not be available for use of the Allottee till all the Towers are completed.
13. That the owners/occupants/residents of the said building, shall be fully entitled to use and enjoy all the common portions, common areas, common utilities,



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Handwritten signature
Partner

common amenities such as roadways, passages, pathways etc., and all the other common facilities in Block-II after full completion of the complex.

14. That the entry and exit points/driveway from Sevoke Road on the North Side of the entire Complex, i.e. Block-I & Block-II, shall be the same. The Allottee/s shall not be allowed to park his/her/their vehicle in Block-"I" of the complex.
15. That the Allottee/s shall not do any act, deed or thing whereby the development/construction of the said building complex 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.
16. That the Allottee/s will obtain his/her/their own independent electric connection from 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 borne by the Allottee, the Vendor shall have no responsibility in this respect. However, the Vendor shall pay to the W.B.S.E.D.C.L. the requisite fees for the installation of the transformer in the complex.
17. That the Allottee/s shall be entitled to pay maintenance charges for common facility such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, maintenance, lift, common electric bill, firefighting system, housekeeping, landscaping, mandir, garden maintenance, etc. as specified Schedule "C", as will be determined by the Vendor 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. That the payment of the maintenance charges by the Allottee/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.
18. That the upkeep and maintenance of the building including common portions and areas as well as the common provisions and utilities including lift, firefighting system etc. and renewal of its license, etc., shall be looked after by



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the occupants/owners of the said building and the Vendor shall have no liability in this regard.

19. That in case the Allottee/s makes default in payment of the proportionate share towards the common expenses (described in the Schedule-"C" given herein under) within time allowed by the Vendor or the Apartments Owners Association, the Allottee/s shall be liable to pay interest for the period of default on all amounts remaining so unpaid along with such dues 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 and the Allottee/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the association/authority acting at such relevant time, shall be final and binding.
20. That the Allottee/s shall install the air conditioning equipment in the conspicuous place of the building as specified by the Vendor, without disturbing the inner beauty and outer elevation of the building. That the Allottee/s shall in no way display any sign board on the outer portion of the building thus affecting the elevation, design, colour scheme, beauty of the building.
21. That the Allottee/s shall have no claim or any objection if the Vendor in future construct additional floor/s on the roof top/terrace of Block-"I" or may use the same for any purpose whatsoever.
22. That after registration of the Schedule-"B" property the Allottee/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 as may be levied upon him/her/them from time to time though the same has not yet been assessed.
23. That the Allottee/s shall has/have the right to sale, gift, mortgage, transfer let-out and lease-out the Schedule-"B" property to whomsoever after



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registration of the same in his/her/their favor. However, in case of re-sale of the said property, the Allottee/s shall take a written consent of the Vendor for the same.

24. That the Allottee/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building/s. It is hereby declared that the interest in the land is impartible.
25. That the Allottee/s further covenants 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 of causing any sort of alternation 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 Allottee/s shall be fully responsible for it, the Vendor shall not be held responsible in any manner whatsoever.
26. Force Majeure: The following shall be included in the reasons beyond the Vendor control for delay in construction of the said building/flat premises and giving possession of the same to the Allottee/s herein.
 - a) Storm, Tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body, Pandemic, Strike, War, Fire, Cyclone, Drought, riot, mob, or any other calamity caused by nature affecting the regular development of the Real Estate Project, or order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity or non-availability of building materials, equipment or labors, changes in law for the time being in force resulting in stoppage of construction at the said premises. The Allottee/s agrees that the Vendor shall be entitled to the extension of the time for delivery of the possession of the Residential Flat.
27. That all letters, receipts and/or notice will be sent by each party to other to the address as written hereinabove under registered post with A/D shall be



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binding upon the other and in that event said letters, receipts and notice will be deemed to duly served upon the said Party.

28. That any dispute or difference which may arise between the Parties meaning and effect of this Agreement or any part thereof shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment and in case their decision is not acceptable they shall have the right to move to the Court at Siliguri.

SCHEDULE - "A"
(DESCRIPTION OF THE TOTAL LAND)

ALL that piece or parcel of **LAND** in total measuring about **1.15 ACRE**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. Plot Nos. 80/778 and 81/779**, Recorded in **R.S. Khatian No. 90/1** and **R.S. Plot Nos. 284/847 and 285**, Recorded in **R.S. Khatian No. 541**, under **R.S. Sheet No. 8** and the said R.S. Plots corresponds to **L.R. Plot Nos. 8, 12, 14 and 15**, Recorded in **L.R. Khatian No. 332**, under **L.R. Sheet No. 24**, J.L. No. 02, within the jurisdiction of **Ward No. 41** of Siliguri Municipal Corporation bearing Holding No. 3045/3049/1/2/A/1, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

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

By North - Ganesh Steel Syndicate

By South - Ramkrishna Mission Ashram and Akshaytara Road

By East - Vasant Vihar Complex

By West - Sevoke Road.

M/s. Santal Enterprise

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Partner



SCHEDULE - "B"
(DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL THAT ONE RESIDENTIAL FLAT BEING:-

NAME OF COMPLEX	QUEENSPARK
BLOCK AND TOWER	BLOCK - II, TOWER -
FLOOR AND FLAT NO. FLOOR, FLAT NO.
FLAT MEASURING (CARPET AREA) SQUARE FEET

TOGETHER WITH THE RIGHT TO PARK TWO CARS BACK TO BACK MEASURING SQ.FT. AT THE GROUND FLOOR marked and demarcated as **Parking No. "....."** together with the undivided proportionate share in the land on which the building stands more particularly described in the **SCHEDULE-"A"** given herein above.

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 firefighting equipment, lifts, etc. and other equipment and installations, renewal of fire license, lifts license etc. and others for common use/ utility 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.

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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 Allottee/s).
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organization for the common purposes.

SCHEDULE- "D"
(COMMON PROVISIONS AND UTILITIES)

1. Two Staircases on all floors of the Schedule "B" Property.
2. Two lifts of the Schedule "B" Property.
3. Roof Top/Terrace of the Schedule "B" property.
4. Common entry and Lobby on the Ground Floor of the Schedule "B" Property.
5. Water pump, overhead water tank, water pipes and common plumbing installation, electrical wiring, etc.
6. Drainage and sewerage and soak well.
7. Boundary wall and main gate.
8. Such other common parts, areas and equipment, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to

M/s. Santal Enterprise
[Signature]
Partner



the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

IN WITNESSES WHEREOF the Parties do hereby in good health and sound conscious mind have put his/her/their respective seal and 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 and satisfied by all the Parties herein.

THE VENDOR

2.

THE ALLOTTEE/S

M/s. Santal Enterprise
[Signature]
Partner

