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One Residential Flat measuring Square Feet (RERA Carpet Area), Square Feet (Super Built-up Area) on the Floor together with Parking Space measuring Square Feet on the Floor of the building named “**BOTANICA**”, together with a proportionate undivided share in the land on which the same stands.

RERA NO. :

MOUZA : PANCHANAI

J.L. NO. : 27

L.R. KHATIAN NO. : 712

L.R. PLOT NOS. : 359 & 430

P.S. : MATIGARA

DISTRICT : DARJEELING

CONSIDERATION : RS./-

WITHIN THE LIMITS OF GRAM PANCHAYAT AREA.

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____, 2025.

B E T W E E N

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SMT PURNIMA DEVI AGARWALA ALIAS PURNIMA DEVI AGARWAL, Wife of Late Bishwambar Lal Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. & P.S. Siliguri, District - Darjeeling in the State of West Bengal --- hereinafter called the "**VENDOR/FIRST PARTY**" (which expression shall mean unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and permitted assignees) of the "**FIRST PART**" and the abovenamed Vendor is represented by her lawfully Constituted Attorney, "**JINDAL CONSTRUCTIONS**", a Partnership Firm, having its office at 1729/3, Sevoke Road, Bankim Nagar, Sarkar Para, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri in the State of West Bengal, represented by one of its Partner, **SRI RAHUL AGARWAL**, Son of Sri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of G-0302, Bhagawati Uttorayon Township, Behind City Centre P.O. & P.S. Matigara, District - Darjeeling in the State of West Bengal, by virtue of a Registered Development Power of Attorney, dated 18.08.2022, being Document No. I - 7825 for the year 2022 and the same was registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra in the District of Darjeeling.

A N D

JINDAL CONSTRUCTIONS, a Partnership Firm, having its office at 1729/3, Sevoke Road, Bankim Nagar, Sarkar Para, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri in the State of West Bengal, represented by one of its Partner, **SRI RAHUL AGARWAL**, Son of Sri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of G-0302, Bhagawati Uttorayon Township, Behind City Centre, P.O. & P.S. Matigara, District - Darjeeling in the State of West Bengal --- hereinafter called the "**DEVELOPER/SECOND PARTY**" (which expression shall mean unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and permitted assignees) of the "**SECOND PART**".

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SRI/SMT, Son/Wife of, by Religion, Indian by Nationality, by Occupation, Resident of, P.O., P.S., District - in the State of --- hereinafter called the "**PURCHASER(S)/THIRD PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, successors, executors, administrators, successors, representatives administrators and permitted assignees) of the "**THIRD PART**".

WHEREAS the abovenamed Vendor had purchased land measuring 8 Bighas and 0.07 Acre from Sri Pradeep Singh Arora, Son of Sri Narendra Singh Arora, by virtue of a Registered Deed of Sale, dated 09.09.1985, being Document No. I - 430 for the year of 1985 and the same was registered in the office of the District Sub-Registrar, Darjeeling.

AND WHEREAS the abovenamed Vendor being desirous of constructing a Ground Plus Three Storied Residential Cum Commercial Building on part of the aforesaid land measuring 58.636 Decimals had entered into a Registered Development Agreement with **JINDAL CONSTRUCTIONS (the Developer hereof)**, dated 18.08.2022, being Document No. I - 7817 for the year of 2022 and the same was registered in the office of the Additional District Sub - Registrar, Siliguri-II at Bagdogra, in the District of Darjeeling and the said land measuring 58.636 Decimals is more fully described in the Schedule - A below.

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AND WHEREAS the Vendors/Developer being desirous of constructing a Ground Plus Three Storied Residential Cum Commercial Building had thereafter started constructing on the said Schedule-A land, the plan prepared for which was approved by the appropriate authority, dated 25.09.2025 bearing Order No. 387/MPS/Planning.

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

AND WHEREAS the Vendor/Developer Party in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendor/Developer have now firmly and finally decided to sell and have offered for sale (**out of Developer's Allocation**) to the Purchaser/s one Residential flat measuring Square Feet (RERA Carpet Area) on the Floor with Parking Space measuring Square Feet on the Floor of the building more particularly described in the Schedule - B given herein below, for a valuable consideration of Rs./- (Rupees Only) excluding GST.

AND WHEREAS the Purchaser/s being in need of a flat and Parking in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendor/Developer to the said land, site plan, sanctioned building plan, standard of workman ship in construction, quality of materials used etc., as well as the construction of the said building and considering the price so offered by the Vendor/Developer as fair, reasonable and highest have agreed to purchase from the Vendor/Developer, the said flat and parking more

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particularly described in the Schedule - B given hereinunder free from all encumbrances, charges, liens, lispendens, 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) excluding GST.

AND WHEREAS the Vendor/Developer have now agreed to execute the Deed of Sale of the Schedule - B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule - B property for a consideration of Rs./- (Rupees Only) excluding GST.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration of a sum of Rs./- (Rupees Only) excluding GST paid by the Purchaser/s to the Vendor/Developer, the receipt of which is acknowledged by the Vendor/Developer by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendor/Developer do hereby convey and transfer absolutely the Schedule - B property, to the purchaser/s who will/ shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc., to the Government 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 staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the

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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/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the Purchaser/s shall have all rights, title and interest in the Schedule - B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor/Developer or anybody claiming through or under them and all the rights, title and interest which vested in the Vendor/Developer with respect to the Schedule - B property shall henceforth vest in the Purchaser/s to whom the said Schedule - B property has/have been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Vendor/Developer not to dismantle 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 used by the Purchaser/s exclusively for Residential purposes.

5. That the Vendor/Developer declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendor/Developer have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule - B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.

6. That the Vendor/Developer do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule - A property is held by the Vendor/Developer under the superior

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landlord the State of West Bengal is good and effectual and the interest which the Vendor/Developer proposes to transfer subsists and the Vendor/Developer have full right and authority to transfer the SCHEDULE - B property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the Schedule - B property without any obstruction or hindrance whatsoever.

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

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendor/Developer shall have no responsibility or any liability in this respect.

9. That the Vendor/Developer further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.

10. That the Purchaser/s shall have the right to get his/her/their name/s mutated with respect to the said Schedule - B property both at the office of the B.L. & L.R.O. and Matigara Panchayat Samity 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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11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule - B property or let-out, lease-out the Schedule - B property to whomsoever.

12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

13. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

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

15. That the Vendor/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 Vendor/Developer proportionately with all the Purchaser/s unless separately levied upon and charged for.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES 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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17. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, etc. as will be determined by the Vendor/Developer 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.

That the payment of the maintenance charge by the Purchaser/s is/are irrespective of his/her/their use and requirement.

18. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule - C given hereinunder) within time allowed by the Vendor/Developer 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/Developer or the Association acting at the relevant time for any loss or damage suffered by the Vendor/Developer or the Association in consequence thereof.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor/Developer for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor/Developer or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

20. That the Purchaser/s further covenant with the Vendor/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 Vendor/Developer shall not be held responsible in any manner whatsoever.

21. That the Purchaser/s shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

22. 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 flats of the building save the battery-operated inverter.

23. That the Purchaser/s shall have no objection if the other owners/occupants of the flat in another block in the said complex uses the parking facility in the block in which the Purchaser/s of these presents has/have purchased the Schedule - B property, provided the said facility has been allotted/sold by the Vendor/Developer.

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24. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Vendor/Developer and the Purchaser/s or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court at Siliguri.

SCHEDULE - 'A'

(DESCRIPTION OF THE LAND ON WHICH THE BUILDING STANDS)

All that piece or parcel of homestead land measuring 58.636 Decimals, situated at Mouza - Panchanoi, J.L. No. 27, Pargana - Patharghata within the limits of Gram Panchayat Area, P.S. Matigara, District - Darjeeling. The Plot wise area is mentioned herein below.

L.R. PLOT NOS.	L.R. KHATIAN NO.	AREA
430	712	57 Decimals
359		1.636 Decimals
TOTAL AREA		58.636 Decimals

The said land is bounded and butted as follows:

North : High Land Park;
South : 23 Feet Wide Road;
East : Land of L.R. Plot No. 430;
West : 13 Feet Wide Private Road;

SCHEDULE - 'B'
(PROPERTY HEREBY SOLD)

All that Residential Flat, being Flat No., measuring _____ Square Feet (RERA Carpet Area), _____ Square Feet (Built-up Area), _____ Square Feet (Super Built-up Area) on the Floor together with Parking Space measuring Square Feet on the Ground Floor of the building named “**BOTANICA**”, together with proportionate undivided share in the Schedule ‘A’ land on which the building stands.

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 and installations, comprised in the common portions including water pumps, generator including the cost of repairing renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/ or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.

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6. Panchayat 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 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.

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IN WITNESSES WHEREOF the Constituted Attorney of the Vendor and the Developer do hereunto set their respective hands on the day, month and year first above written.

WITNESSES:

1.

The contents of this document have been gone through and understood personally by the Purchaser/s and the Vendor/Developer.

2.

**CONSTITUTED ATTORNEY OF
V E N D O R**

D E V E L O P E R

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

MANOJ AGARWAL
Advocate, Siliguri
(Enrl No. F-505/434 of 1997)