

[2]

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

DISTRICT : JALPAIGURI

P.S. : BHAKTINAGAR

MOUZA : DABGRAM

J.L. NO. : 02

R.S. KHATIAN NOS. : 282/3 & 282/5

L.R. KHATIAN NOS. : 3287, 3296, 731 & 730

R.S. PLOT NO. : 131

L.R. PLOT NOS. : 423 & 425

R.S. SHEET NO. : 5

L.R. SHEET NO. : 4

CONSIDERATION : Rs. _____

WITHIN THE LIMITS OF SILIGURI MUNICIPAL CORPORATION.

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF _____, 2026.

B E T W E E N

[3]

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

A N D

1. **SRI RAJ KAMAL AGARWAL, (PAN: ACHPA4154G),**
2. **SRI SAJJAN KUMAR AGARWAL, (PAN: ACNPA0584G),**
3. **SRI OMPRAKASH AGARWAL, (PAN: ACRPA9049A),**
4. **SRI BASANT KUMAR AGARWAL, (PAN: ACRPA9050B),**

All are Sons of Late Radha Kishan Agarwal, Hindu by Religion, Indians by Nationality, Business by Occupation, Residents of 34, Radha Kunj, Shiv Mandir Road, Punjabi Para, P.O. & P.S. Siliguri, District - Darjeeling in the State of West Bengal --- hereinafter jointly & collectively called the "**VENDORS/SECOND PARTY**" (which expression shall mean and deemed to include unless excluded by or repugnant to the context their heirs, successors, executors, administrators, legal representatives and permitted assignees) of the "**SECOND PART**".

A N D

MK RADHA REAL ESTATE, a Partnership Firm, having its office at Narayani Bhawan, 27, Sevoke Road, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal, represented by one of its Partner, **SRI CHIRAG AGARWAL**, Son of Sri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Narayani Bhawan, 27, Sevoke Road, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal --- hereinafter called the **“CONFIRMING PARTY/THIRD PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors-in-interest, representatives, administrators and permitted assignees) of the **“THIRD PART”. (PAN: ACCFM5504B)**

WHEREAS one Radhakishan Agarwal (Bansal) Alias Radha Kishan Agarwal, Son of Late Sohanlal Agarwal (Bansal) during his lifetime had purchased land measuring 12 Katha from Sri Sree Kishan Mangal, Son of Late Ramlal Mangal, by virtue of a Registered Deed of Conveyance, dated 25.12.1998, being Document No. I - 579 for the year 1999 and the same was registered in the Office of the District Sub-Registrar, District – Jalpaiguri.

AND WHEREAS the abovenamed Radhakishan Agarwal (Bansal) Alias Radha Kishan Agarwal died intestate leaving behind him, his Wife, Smt Bhagwani Devi Agarwal, 4 (Four) Sons namely, (i) Sri Omprakash Agarwal, (ii) Sri Basant Kumar Agarwal, (iii) Sri Sajjan Kumar Agarwal & (iv) Sri Raj Kamal Agarwal and a Daughter namely, Smt Kusum Agarwal, as his only legal heirs and successors as per the provisions of Hindu Succession Act. Accordingly, by virtue of Law of Inheritance, (i) Smt Bhagwani Devi Agarwal, (ii) Sri Omprakash Agarwal, (iii) Sri Basant Kumar Agarwal, (iv) Sri Sajjan Kumar Agarwal, (v) Sri Raj Kamal Agarwal & (vi) Smt Kusum Agarwal, each of them became the owner of 1/6th undivided share in the total land measuring 12 Kathas having permanent, heritable and transferrable, right, title and interest therein.

[5]

AND WHEREAS the abovenamed **SRI RAJ KAMAL AGARWAL (the Vendor No. 1 hereof)** had also received by way of Gift, undivided land measuring 10 Kathas from Smt Bhagwani Devi Agarwal and Others, by virtue of a Registered Deed of Gift, dated 04.12.2024, being Document No. I – 7911 for the year 2024 and the same was registered in the Office of the Additional District Sub-Registrar, Bhaktinagar, District - Jalpaiguri.

AND WHEREAS the above named **SRI SAJJAN KUMAR AGARWAL (the Vendor No. 2 hereof)**, had received by way of Gift, land measuring 12 Kathas from Smt Bhagwani Devi Agarwal, Wife of Late Radha Kishan Agarwal, by virtue of a Registered Deed of Gift, dated 04.12.2024, being Document No. I - 7910 for the year 2024 and the same was registered in the Office of the Additional District Sub-Registrar, Bhaktinagar, District – Jalpaiguri.

AND WHEREAS the above named **SRI OMPRAKASH AGARWAL & SRI BASANT KUMAR AGARWAL (the Vendor No. 3 & 4)** had jointly purchased land measuring 8 Kathas from Sri Om Prakash Jain and Another, by virtue of Registered Deed of Conveyance, dated 04.01.2001, being Document No. I - 113 for the year 2001 and the same was registered in the Office of the District Sub-Registrar, District – Jalpaiguri.

AND WHEREAS the above named **SRI OMPRAKASH AGARWAL & SRI BASANT KUMAR AGARWAL (the Vendor No. 3 & 4)** had also jointly purchased land measuring 8 Kathas from Sri Om Prakash Jain and Another, by virtue of Registered Deed of Conveyance, dated 04.01.2001, being Document No. I - 114 for the year 2001 and the same was registered in the Office of the District Sub-Registrar, District - Jalpaiguri.

[6]

AND WHEREAS in this manner, **SRI RAJ KAMAL AGARWAL (the Vendor No. 1 hereof)** by virtue of inheritance and the aforesaid Gift Deed, became the owner of total land measuring 12 Kathas, **SRI SAJJAN KUMAR AGARWAL (the Vendor No. 2 hereof)** became the owner of total land measuring 12 Kathas and **SRI OMPRAKASH AGARWAL & SRI BASANT KUMAR AGARWAL (the Vendor No. 3 & 4)** became the joint owners of land in total measuring 16 Kathas, each having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS thereafter the Vendors have amalgamated their plots of lands for the better utilization of the land and to give better shape to the building/s to be constructed thereon and the said amalgamated land measuring 40 Katha is fully described in the Schedule - A below.

AND WHEREAS the abovenamed Vendors interested in constructing a Residential Cum Commercial Building became Partners in the abovenamed Partnership Firm “**MK RADHA REAL ESTATE**” (the Confirming Party hereof) to carry on partnership business of realty, development of land, construction of building, flats, commercial space, tenements & houses, properties, estates, construction works etc., and the Vendors hereof have transferred their above land measuring 40 Katha which is in their physical possession by way of their capital contributions in the said partnership Firm “**MK RADHA REAL ESTATE**”.

AND WHEREAS the Confirming Party being desirous of constructing the Phase – 1 of Residential Cum Commercial Building on the Schedule - A land started constructing on the said land, the plan prepared for which was approved by the appropriate authority, bearing Building Permit No. _____, dated _____.

[7]

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

AND WHEREAS the Confirming Party has now firmly and finally decided to sell and have offered for sale to the Purchaser/s a Commercial Space, being Commercial Space No. _____, having RERA Carpet Area, 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).

AND WHEREAS the Purchaser/s being in need of a Commercial Space in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendors 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 Confirming Party as fair, reasonable and highest have agreed to purchase from the Confirming Party, the said Commercial Space more 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).

[8]

AND WHEREAS the Confirming Party has 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).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance of the said offer and acceptance and also in consideration of a sum of Rs. _____/- (Rupees _____ Only) paid by the Purchaser/s to the Confirming Party, the receipt of which is acknowledged by the Confirming Party by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Confirming Party does hereby convey and transfer absolutely the Schedule - B property, to the Purchaser/s who shall now TO 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 Vendors, 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 standard of construction thereof including that of the Schedule - B property purchased by the purchaser/s and shall have no claim whatsoever upon the Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

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3. That the Purchaser/s shall have all rights, title and interest in the 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 Vendors/Confirming Party or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors/Confirming Party with respect to the Schedule - B property shall henceforth vest in the Purchaser/s to whom the said Schedule - B property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Confirming Party not to dismantle the Commercial Space 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 Commercial purposes.

5. That the Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Confirming Party 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 Confirming Party does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule - A property is held by the Confirming Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Confirming Party proposes to transfer subsists and the Confirming Party 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.

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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 Confirming Party 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 Confirming Party shall have no responsibility or any liability in this respect.

9. That the Confirming Party 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 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.

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.

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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 Confirming Party will pay up to date Municipal 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 Confirming Party 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 Confirming Party 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 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 of the Commercial Space.

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 Confirming Party from time to time till the time an executive body or any other authority of the building or Owner's Association is formed to take care of the common maintenance of the building.

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

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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 Confirming Party or the Owner's 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 Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Confirming Party 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 Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Confirming Party 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 Confirming Party 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 Confirming Party shall not be held responsible in any manner whatsoever.

21. That the Confirming Party does hereby covenant with the Purchaser/s that at present the construction of the building is done in Phase-1 as per the sanctioned building plan and the Vendors/Confirming Party shall construct the building in Phase-2 after getting the Plan revised from the competent authority and the Purchaser/s shall have no objection in this regard.

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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 Commercial Space of the building save the battery-operated inverter.

23. 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 Vendors/Confirming Party 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 land measuring 40 Katha, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot No. 131 corresponding to L.R. Plot Nos. 423 and 425, recorded in R.S. Khatian Nos. 282/3 and 282/5 corresponding to L.R. Khatian Nos. 3287, 3296, 731 and 730, R.S. Sheet No. 05 corresponding to L.R. Sheet No. 04, J.L. No. 02, situated within **Road: Sevoke Road Bye Lane, Road Zone: Checkpost to Salugara Bazar**, within the limits of Ward No. XLII of Siliguri Municipal Corporation, under P.S. Bhaktinagar, District - Jalpaiguri.

The said land is bounded and butted as follows:

North : 31 Feet Wide Road;

South : Land of R.S. Plot No. 131 (Part) and then land of Sri Binod Choudhury;

East : Sold land of Satya Prakash Agarwala and Dharam Chand Agarwala;

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West : Land of Sayar Devi Bhansali & Indo Devi Agarwala;

SCHEDULE - 'B'
(DESCRIPTION OF COMMERCIAL SPACE)

All that One Commercial Space, being Space No. _____ having RERA Carpet Area measuring _____ Square Feet, Built-up Area measuring _____ Square Feet, Super Built-up Area measuring _____ Square Feet on the _____ Floor of the building named “**REGALIA**” 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.

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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/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 Vendors/Confirming Party and/or the service organization for the common purposes.

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IN WITNESSES WHEREOF the Vendors and the Confirming Party 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 Vendors/Confirming Party.

2.

V E N D O R S

**C O N F I R M I N G
P A R T Y**

[17]

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

MANOJ AGARWAL

Advocate, Siliguri.

(Enrl No. F-505/434 of 1997)