

: 2 :

One Commercial Space, measuring _____ Square Feet (Rera Carpet Area), _____ Square Feet (Super Built-up Area) in the _____ Floor of Residential cum Commercial Building named “_____” with a proportionate undivided share in the land on which the same stands.

MOUZA : DABGRAM

J.L. NO. : 02

R.S. KHATIAN NO. : 344

R.S. PLOT NOS. : 382 & 383/902

R.S. SHEET NO. : 08

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

CONSIDERATION : Rs...../-

WITHIN THE LIMITS OF WARD NO. 43 OF SILIGURI MUNICIPAL CORPORATION.

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

B E T W E E N

: 3 :

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

A N D

MVM SECURITIES PRIVATE LIMITED, (PAN: AAECM3551F), a Private Limited
Company, incorporated under the Indian Companies Act 1956, bearing CIN -
U74999WB2005PTC104318, having its registered office at Room No. 110, 1st Floor, 1, India
Exchange Place, P.O. General Post Office, P.S. Hare Street, District – Kolkata in the State of
West Bengal --- hereinafter called the **"VENDOR/SECOND PARTY"** (which expression shall
mean and include unless excluded by or repugnant to the context its directors, successors-in-
office, executors, administrators, legal representatives and permitted assignees) of the
"SECOND PART" and the abovenamed Vendor is represented by its lawfully constituted
attorney, **MAHAVIR DEVELOPERS**, a Partnership Firm, having its principal place of
business at 3rd Floor, Goyal Plaza, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri, in
the State of West Bengal, represented by one of its Partners, **SRI NITIN KUMAR
AGARWAL**, Son of Nirmal Kumar Agarwal, Hindu Religion, Indian by Nationality, Business
by Occupation, Residing at Mahavir Villa, Anand Vihar Complex, 2^{1/2} Mile, P.O. Salugara,
P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal by virtue of registered
Development Power of Attorney, dated 18.01.2021, being Document No. I – 582 for the year

: 4 :

2021, which was registered in the office of the Additional District Sub-Registrar, Bhaktinagar, District – Jalpaiguri.

A N D

MAHAVIR DEVELOPERS, a Partnership Firm, having its principal place of business at 3rd Floor, Goyal Plaza, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, represented by one of its Partners, **SRI NITIN KUMAR AGARWAL**, Son of Nirmal Kumar Agarwal, Hindu Religion, Indian by Nationality, Business by Occupation, Residing at Mahavir Villa, Anand Vihar Complex, 2^{1/2} Mile, P.O. Salugara, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal --- hereinafter called the **“DEVELOPER/THIRD PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context its Partners, successors-in-office, executors, administrators, legal representatives and permitted assignees) of the **“THIRD PART”**. (PAN: ABOFM0755F).

WHEREAS the Vendor hereof had purchased land measuring 33.14 Decimal along with Tin-shed old structure measuring about 2000 Square Feet from Ratna Developers Private Limited & Another, by virtue of a registered Deed of Conveyance, dated 25.01.2019, being Document No. I - 643 for the year 2019 and the same was registered in the office the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor had also purchased land measuring 9.90 Decimal from Ratna Developers Private Limited, by virtue of a registered Deed of Conveyance, dated 26.01.2019, being Document No. I - 667 for the year 2019 and the same was registered in the office of the Additional District Sub-Registrar, Bhaktinagar in the District of Jalpaiguri.

AND WHEREAS the Vendor had thereafter demolished the existing Tin-shed old structure measuring about 2000 Square Feet.

: 5 :

AND WHEREAS in the manner aforesaid, the abovenamed Vendor **MVM SECURITIES PRIVATE LIMITED** became the sole, absolute and exclusive owner in possession of total land measuring 43.04 Decimals, having permanent heritable, transferable and marketable right, title and interest therein and the said land is more particularly described in the Schedule 'A' given herein below.

AND WHEREAS the abovenamed Vendor being desirous of constructing a Residential cum Commercial Building on the entire land measuring 43.04 Decimal more fully described in the Schedule – A below had entered into a registered Development Agreement with **MAHAVIR DEVELOPERS (the Developer hereof)**, dated 18.01.2021, being Document No. I – 390 for the year 2021 which was registered in the office of the Additional District Sub-Registrar, Bhaktinagar, District – Jalpaiguri.

AND WHEREAS the Developer thereafter started constructing in the said Schedule-A land, the plan prepared for which was approved by the appropriate authority and granted a commencement Certificate, bearing Plan No. _____, dated _____.

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 has now firmly and finally decided to sell and has offered for sale (**out of Developer's Allocation**) to the Purchaser/s One Commercial Space, having Rera Carpet Area measuring _____ Square Feet on the _____ Floor of the building

: 6 :

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 Vendor/Developer to the said land, Development Agreement between the Vendor and Developer, measurement of the space sold, 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 Vendors/Developer, 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).

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).

AND WHEREAS an Agreement of Sale, dated _____ was executed between the Purchaser/s and Vendors/Developer in respect of the Schedule 'B' Property, being Document No. I - for the year and the same was registered in the office of the _____, District

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

: 7 :

1. That in consideration of a sum of Rs. _____/- (Rupees _____ Only) 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, Development Agreement between the Vendor and Developer, measurement of the space sold, 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 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 or anybody claiming through or under it and all the

: 8 :

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 been conveyed absolutely.

4. That the Purchaser/s hereby covenant with the Vendor/Developer not to dismantle the Commercial Space hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever.

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 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.

: 9 :

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 mutated with respect to the said Schedule - B property both at the office of the B.L. & L.R.O., Rajganj and Municipal office 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.

13. That the Purchaser/s shall have proportionate right, title and interest in the land area as per sanctioned building plan 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 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 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. 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 Commercial Space 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 Commercial Space. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and/or maintenance agency appointed by Owners Association. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s shall not be entitled to install antennas, dish etc., anywhere in the building, without the prior written permission of the Vendor/Developer. In this regard it is specifically stated that the Vendor/Developer shall provide specified space for signage and outdoor unit for Air Conditioning Outdoor Machines, Wi-Fi Router and Telephone Equipment to the Purchaser/s and the Purchaser/s shall not use the external façade on all four sides or any other space for signage and fixing of AC outdoor unit and/or for fixing of any equipment, air conditioning machines, wires, including electric meter and other services such as WIFI & CCTV etc.

17. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the owners Association by

: 11 :

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.

18. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, 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 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.

19. 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 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.

20. 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 unauthorized act or nuisance by force and the Purchaser/s shall be legally bound to repay

: 12 :

the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

21. 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.

22. That the Vendor/Developer shall have the right to construct additional floors if approved by the concerned Authority and sell them to other buyers and the Purchaser shall have no objection in this regard.

23. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever will not be permitted in any of the Commercial Space/Office of the building without the written permission of the Developer or Building Association.

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 Jalpaiguri.

SCHEDULE – ‘A’
(DESCRIPTION OF THE LAND)

ALL that piece and parcel of homestead land measuring 43.04 Decimal, situated at Mouza - Dabgram, R.S. Sheet No. 8, J.L. No. 2, Pargana - Baikunthapur, situated at

: 13 :

Road: Bhanu Bhakta Path, within the limits of Ward No. 43 of Siliguri Municipal Corporation, under P.S. Bhaktinagar, District - Jalpaiguri . The plot wise area is mentioned in the chart given below.

R.S. PLOT	R.S. KHATIAN	AREA
382	344	10.245 Decimal
383/902		32.795 Decimal
	TOTAL	43.04 Decimals

The said land is bounded and butted as follows:

North : 30 feet wide S.M.C. Road;
South : Land of Others;
East : Land of Smt Rajeshwari Roy and Others;
West : Part land in R.S. Plot No. 382;

SCHEDULE - 'B'

(DESCRIPTION OF THE COMMERCIAL SPACE)

All that One Commercial Space, being Space No. on the Floor, having RERA Carpet Area measuring Square Feet, Super Built-up Area measuring Square Feet of the building named “_____”, together with proportionate undivided right/share in the Schedule – A land on which the building stands.

SCHEDULE - 'C'

(COMMON EXPENSES)

: 14 :

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, equipments 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.
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 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 organisation for the common purposes.

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

: 15 :

WITNESSES:

1.

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

V E N D O R

2.

D E V E L O P E R

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

MANOJ AGARWAL

Advocate, Siliguri

Enrl. No. F-505/434 of 1997