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DEED OF SALE (CONVEYANCE)

AREA: One Flat measuring = _____ Sq. Ft. (including super built-up area) and a Carpet area = _____ Sq. Ft. Bearing Flat No. _____ at the _____ Floor of the G + 3 storied residential cum commercial building named as “GANGA RESIDENCY” along with proportionate undivided share of the land measuring = 8 Decimals.

Mouza : Dhukuria.
J.L.NO. : 53.
Plot No. : R.S. – 60/741(P),
Plot No. : L.R. - 76(P).
Khatian No. : 1785.
Gram Panchayat : Patharghatta.
Police Station : Matigara.
District : Darjeeling.
Market Value : Rs. _____/- Only.
Consideration : Rs. _____/- Only.

**THIS INDENTURE IS MADE ON THIS THE _____ DAY OF _____
2023 (TWO THOUSAND AND TWENTY THREE).**

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B E T W E E N

_____ (PAN : _____) S/O _____, Hindu by Religion, _____ by Occupation, Indian by Citizen, resident of _____, P.O. _____, P.S. _____, Dist. _____, Pin - _____, in the State of _____ - hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

A N D

SHRI DINESH ADHIKARI (PAN – AHFPA4355C) S/O Late Mahadeo Prasad Adhikari, Hindu by Religion, Business by Occupation, Indian by Citizen, resident of Bhanu Path, Salbari Bazar, P.O. Salbari, P.S. Pradhan Nagar, Dist. Darjeeling, Pin - 734002, in the State of West Bengal, hereinafter called the **VENDOR /SELLER** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

A N D

M/S. D. D. ENETERPRISE, A proprietorship Firm, having its office at Vill. & P.O. Salbari, P.S. Pradhan Nagar, Pin - 734002, Dist. Darjeeling, in the State of West Bengal, represented by its Proprietor - **SHRI DINESH ADHIKARI** (PAN – AHFPA4355C) S/O Late Mahadeo Prasad Adhikari, Hindu by Religion, Business by Occupation, Indian by Citizen, resident of Bhanu Path, Salbari Bazar, P.O. Salbari, P.S. Pradhan Nagar, Dist. Darjeeling, Pin - 734002, in the State of West Bengal, hereinafter called the "**DEVELOPER/CONFIRMING PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context its Partners, executors, successors, administrators, legal representatives and assigns as the case may be) of the **OTHER PART**.

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A N D

WHEREAS the Vendor abovenamed became the sole, absolute and the recorded owner of a plot of Raiyati Homestead Vacant Land, area measuring = **8 Decimals**, acquired ownership by way of purchase from one Smt. Shobha Tamang @ Sobha Tamang Ghessing D/O Prem Kumar Tamang @ Prem Kumar Ghessing of Rajpahari, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin - 734008, in the State of West Bengal, after obtaining a sale permission vide memo No. 939/BCW Dated – 05.08.2015 from the Govt. of West Bengal, Office of the Project Officer cum District Welfare officer, Backward Classes Welfare, Siliguri, by virtue of a registered **Deed of Sale being document No. I - 8426/2015**, Executed at the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling which is duly mutated/transferred and the Khatian has been also opened in the name of the Present Vendor abovenamed vide Khatian No. L.R.- 1785.

ANDWHEREAS the above said Smt. Shobha Tamang @ Sobha Tamang Ghessing had acquired ownership of an area measuring = 7.99 Decimals by way of purchase from one Smt. Sushma Zimba W/O Shri Ram Bahadur of Dagapur, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, Pin - 734002, in the State of West Bengal, by virtue of a registered **Deed of Sale being document No. I - 4262/2014**, Executed at the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

ANDWHEREAS the above said Smt. Sushma Zimba had also acquired ownership of an area measuring = 7.99 Decimals by way of purchase from one Smt. Rajani Lama W/O Shri Binod Kumar Lama of North Point, P.O. & P.S. Darjeeling, Dist. Darjeeling, Pin - 734101, in the State of West Bengal, by virtue of a registered **Deed of Sale being document No. I - 5329/2012**, Executed at the office of the ADSR Siliguri - II at Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

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ANDWHEREAS the above said Smt. Rajani Lama had also acquired ownership of an area measuring = 5 ½ Kathas by way of purchase from one Shri Jagat Kumar Chhetri S/O Late Jeet Bahadur Chhetri of Darjeeling, P.O. & P.S. Darjeeling, Dist. Darjeeling, Pin - 734101, in the State of West Bengal, by virtue of a registered **Deed of Sale being document No. I - 7436/1992**, Executed at the office of the then ADSR Siliguri, Sub - Division - Siliguri, Dist. Darjeeling.

ANDWHEREAS SHRI DINESH ADHIKARI (Present Vendor) has duly mutated/transferred and the Khatian No. L.R.- 1785 has been also opened in his name and has also done conversion of the said plot of land from Danga to Bastu vide Memo No. 981/BLLRO/M.T.G/2021, issued by the office of the B.L. & L.R.O, Matigara Block at Shivmandir, Dist. Darjeeling.

ANDWHEREAS the Vendor above named being desirous of constructing a residential complex on the aforesaid land made a Proprietorship firm namely “M/S. D. D. ENTERPRISE”, for the running of his promoting business smoothly.

ANDWHEREAS thereafter the Vendor have started construction of a (G+3) Storied Residential cum Commercial building, with all common modern facilities, on part of the aforesaid land measuring = 8 Decimals, more particularly described in the Schedule – A given herein under, divided into several independent units on the aforesaid land Vide approved building Plan, Building plan vide order No. 1473/MPS Dated – 16.12.2022 and L.U.C.C. Memo No. 8198/SJDA, Dated – 23.02.2022 by the concerned authority.

AND WHEREAS the Vendor/Developer had formulated a scheme to enable a person/Party intending to have own unit/premises/parking space 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.

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A N D

WHEREAS said the Vendor/Developer have completed the construction of the said (G+3) Storied Residential cum Commercial building as per the sanctioned and approved plan as aforesaid and the Purchaser/s have approached the Vendor/Developer to transfer the said flat measuring = _____ Sq. ft. (including super built up), Flat No. _____, at the _____ Floor, including proportionate share of stairs case of the said (G+3) Storied Residential cum Commercial building with undivided proportionate share of the below Schedule – “A” land to prove his/her/ their absolute ownership and the Vendor/Developer accepted the said proposal of the Purchasers and has agreed and decided to transfer/sell a flat measuring = _____ Sq. ft. (including super built up), Flat No. _____, at the _____ Floor of the building, including proportionate share of stairs case of the said (G+3) Storied Residential cum Commercial building as described and particularized in the Schedule - “B” below, considering the price so offered by the Purchasers mentioned below.

A N D

WHEREAS the Vendor/Developer has agreed and decided to transfer/sell a Flat measuring = _____ Sq. ft. (including super built up), Flat No. _____, at the _____ Floor of the building, including proportionate share of stairs case of the said (G+3) Storied Residential cum Commercial building as described and particularized in the Schedule - “B” below, considering the price so offered by the Purchasers as fair reasonable and also highest in the prevailing market which is free from all encumbrances and charges.

AND 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 Purchasers to the Vendor/Developer (the receipt whereof the Vendor/Developer does hereby acknowledge and grants full discharge to the Purchasers from the payment thereof). The Vendor/Developer also does hereby grants, convey, assign and transfer into the Purchasers the said property hereby sold fully

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described in the schedule 'B' below, free from all encumbrances and makes over possession thereof together with all rights, liberties, privileges, easements, appendices, appurtenances belonging to or any way appertaining to the said property as the absolute estate and all the rights, title and interest of the Vendor/Developer into or upon the said property hereby sold.

2. That the Purchasers 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.

3. That the Purchasers shall obtain their own independent electric connection from the W.B.S.E.D.C.L., for their electric requirement and the connection charges shall be paid by the Purchasers themselves and as well as the electric consumption bill shall be paid by the Purchasers, the Vendor/Developer shall have no responsibility in this respect.

4. That the Vendor/Developer does hereby covenants that till this day all Panchayat/Municipal Taxes, Land Revenue and /or any other charges / dues have been paid, property hereby transferred is free from all encumbrances charges, liens, attachments, lispendences, mortgages and all or any other liabilities whatsoever and in the event of any contrary the Vendor/Developer shall be liable to make good the loss or injury which the Purchasers may suffer or sustain in consequence thereof.

5. 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.

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6. That the Vendor/Developer declares that the interest which he 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 to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recital made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor/Developer shall be liable to make good the loss or injury which the Purchasers may suffer or sustain in resulting there from.

7. That the Vendor/Developer further covenants with the Purchasers that if for any defect of title or for act done or suffered to be done by the Vendor/Developer, the Purchasers are deprived of ownership or of possession of the said property describe in the Schedule – B below or any part thereof in future, then the Vendor/Developer shall forthwith return back the entire sum paid by the Purchasers with interest @ 12% P.A. to the Purchasers from the date of deprivation of ownership or of possession and the Vendor/Developer shall further pay adequate compensation to the Purchasers for any loss or injury which the Purchasers may suffer or sustain in consequence thereof.

8. That the Purchasers shall have the right to get their name mutated with respect to the said Schedule ‘B’ property at the office of the B.L. & L.R.O., Matigara Block at Shivmandir and get it numbered as a separate holding and shall pay Panchayat/Municipal taxes as may be levied upon them from time to time.

9. That the Purchasers 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 any other person.

10. That the Purchasers 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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11. That the Purchasers 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 impartial.

12. That the Purchasers shall be entitled to use and pay such proportionate charges for common facility as will be determined by the Vendor/Developer 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.

13. That the Purchasers shall from the date of taking possession of the said flat, regularly and in every month pay in advance or before the 7th day of every month the proportionate share of the common maintenance costs, charges and expenses, more fully and particularly describe in Schedule "C" below.

14. That in case the Purchasers make default in payment of the proportionate share towards the Common Expenses (Described in the Schedule-'C' given here-in-under) within time allowed by the Vendor/Developer or the Apartment owners Association the Purchasers shall/will 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 and the Purchasers shall also be restrained from using the common facilities.

15. That the Purchasers 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 unauthorized act or nuisance by force and the Purchasers shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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16. That the Purchasers shall not throw or accumulate any dirt, rubbish, garbage or other refuse or permit the same to be thrown or accumulated in the said flat or in any position of the building except the Garbage box provided for the purpose in certain area of the premises.

17. That the Purchasers after being satisfied with the construction work, other works and fittings of the said below scheduled property have taken possession of the said below scheduled property from the Vendor/Developer and the Purchasers have measured the flat and is fully satisfied with the measurement and no claim shall be entertained in future.

18. That the Purchasers 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 Purchasers shall be fully responsible for it, the Vendor/Developer shall not be held responsible in any manner whatsoever.

19. That the Purchasers shall only be allowed to use the top roof of the building jointly with other co - owners but shall not claim any exclusive right on the roof of the said building in any form or manner whatsoever.

20. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchasers and the Vendor/Developer or the other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act 1996 and in case their decision is not acceptable to any party then they shall have the right to move to the court at Siliguri.

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SCHEDULE A

**DESCRIPTION OF THE LAND WHERE THE FLAT AREA
LOCATES.**

All that piece or parcel of a plot of Raiyati Homestead Vacant Land classified as per ROR Rupni, now used as Bastu, area measuring = 8 Decimals, recorded in Khatian No. L.R.- 1785, comprised in and forming part of Plot No. R.S.- 60/741(P) which corresponds to Plot No. L.R.- 76, in Mouza – Dhukuria, J.L. No. 53, within the jurisdiction of Gram Panchayat - Patharghatta, Police Station - Matigara, A.D.S.R. Office Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling. The land is butted and bounded by as follows:-

NORTH : 22 Feet Wide Pucca Road.
SOUTH : Land of Mr. Gurung.
EAST : Sold Land of Jagat Kumar Chhetri.
WEST : 6 Feet Wide Kutcha Road.

SCHEDULE B

(DESCRIPTION OF FLAT AREA HEREBY SOLD)

A RESIDENTIAL FLAT, MEASURING _____ SQ. FT. (SUPER BUILT AREA) AND A CARPET AREA MEASURING = _____ SQ. FT., AT THE _____ FLOOR OF THE BUILDING, FLAT No. _____, IN THE COMPLEX NAMED AS “GANGA RESIDENCY”, INCLUDING THE COMMON PROPORTIONATE AREA AND TOGETHER WITH PROPORTIONATE UNDIVIDED SHARE IN THE SCHEDULE - A LAND INCLUDING THE RIGHT OF COMMON USAGE WITH THE VENDOR AND/OR OTHER SIMILAR PURCHASER/S OF CORRIDOR, STAIRCASE, PASSAGE, WAYS, SHAFTS AND OTHER FACILITIES FOR COMMON USE WITH OTHER CONCERNED.

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SCHEDULE "C"

(Common area and common facilities of the building)

1. Road and Pathways to be used as entrance to and exit from the building;
2. Top roof of the building;
3. Staircase and landing on all floors;
4. Overhead water tanks, water pump, water pipes and common plumbing installations;
5. Well;
6. Drainages, safety tank and soak well, water and sewerage etc.;
7. Boundary walls and main gate;
8. Foundation, plinth, common walls, girders, rafter and all other supporting structures;
9. Common lighting system for the buildings;
10. The land left vacant in conformity with the approved building plan;
11. Generally all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use;

Contd....P/13.

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**IN WITNESS WHEREOF, THE VENDOR /DEVELOPER DO
HEREUNTO SET AND SUBSCRIBE THEIR HANDS ON THESE
PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN.**

WITNESSES :-

1.

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY.**

2.

SIGNATURE OF THE VENDOR.

Drafted by me and printed
in my office.