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DEED OF SALE (CONVEYANCE)**AREA**

:

One Apartment/Flat bearing
Apartment/Flat No. ____ on ____ Floor
measuring = ____ Sq. Ft. Carpet area
alongwith ____ balcony measuring =
____ Sq. Ft. of a G + 3 storied
Residential building named as
"ASHIRVAD RESIDENCY" along with
proportionate undivided share of the
land measuring = 49.50 Decimals or 30
Kathas.

Mouza : Shishabari.
J.L.NO. : 41.
Plot No. : R.S.- 65, 66, 69 & 95(P),
Plot No. : L. R.- 150, 154, 155, 159
& 162
Khatian No. : 2614.
Gram Panchayat : Champasari.
Police Station : Pradhan Nagar.
District : Darjeeling.
Market Value : Rs. ____/- Only.
Consideration : Rs. ____/- Only.

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

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B E T W E E N

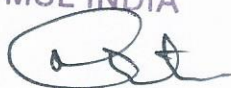
_____ (PAN - _____) S/O _____, Hindu/
Christian /Muslim/ Buddhist by Religion, Business/Service/Housewife by
Occupation, Indian by Citizen, resident of _____, P.O. _____,
P.S. _____, Dist. _____, Pin - _____, in the State of _____,
hereinafter called the "**PURCHASER**" (which expression shall mean and
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

"M/S MSL INDIA" (PAN – ABBFM8647H) a partnership firm, having its
office at Salbari, Behind Brahma Kumari Meditation Centre, P.O. Sukna, now
Salbari, P.S. Pradhan Nagar, Dist. Darjeeling, Pin No. 734002, in the State of
West Bengal, represented by one of its partner namely **SRI RAJESH
CHETRI (PAN - ABOPC3990N) S/O PADAM BAHADUR CHETRI,**
Hindu by Religion, Business by Occupation, Nationality by Indian, residing at
Salbari, Behind Brahma Kumari Meditation Centre, P.O. Sukna, now Salbari,
P.S. Pradhan Nagar, Dist. Darjeeling, Pin No. 734002, in the State of West
Bengal; hereinafter called the **VENDOR/SELLER/PROMOTER/
DEVELOPER** (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 **SECOND PART.**

Contd....P/4.

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WHEREAS the Vendor abovenamed became the sole, absolute and the recorded owner of a plot of Raiyati Rupni land, now used as Homestead Land of an area measuring = 30 **Kathas**, as fully described in the schedule below by way of purchase from 1. **SHRI HASTA BAHADUR GURUNG** (PAN – AEWPG7661K) S/O Late C. B. Gurung, Hindu by religion, Retired Person by occupation, Indian by citizen, resident of Shillong, P.O. Nongmynsong, P.S. Rynjah, Dist. East Khasi Hills, Pin No. 793019, Meghalaya, 2. **SHRI DAMBAR BAHADUR GURUNG** (PAN- ABKPG9427G) S/O Late C. B. Gurung, Hindu by religion, Retired Person by occupation, Indian by citizen, resident of Shillong, P.O. Badabazar, P.S. Lumdiengjri, Dist. East Khasi Hills, Pin No. 793002, Meghalaya, 3. **SHRI KARMA YALMO (GURUNG)** (PAN – AJQPY7375R) S/O Late Bijay Gurung, Hindu by religion, Business by occupation, Indian by citizen, resident of Shillong, P.O. Nongmynsong, P.S. Rynjah, Dist. East Khasi Hills, Pin No. 793019, Meghalaya, 4. **SHRI AJAY KUMAR GURUNG** (PAN-AZSPG9517D) S/O Shri D. B. Gurung, Hindu by religion, Business by occupation, Indian by citizen, resident of Shillong, P.O. Badabazar, P.S. Lumdiengjri, Dist. East Khasi Hills, Pin No. 793002, Meghalaya, by virtue of a registered Deed of Sale being No. I – 4821/2016, Executed at the office of the ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

Contd.....P/4.

MSL INDIA


PARTNER

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ANDWHEREAS the above said SHRI HASTA BAHADUR GURUNG was the sole, absolute and the recorded owner of the plot of Raiyati rupni land, **area measuring = 15 Kathas** of which he had acquired Ownership by way of purchase from **1. Sri Sudip Das S/O Shri Subhas Das and, 2. Shri Raj Kumar Gupta S/O Shri Jagadish Prasad Gupta** of Subhaspally and S.F. Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling by virtue of a registered **Sale Deed being document No. I – 77/1998**, registered at the office of the A.D.S.R. Siliguri, Sub – Division – Siliguri, Dist. Darjeeling **which is supported by virtue of a Registered Deed of Declaration for Rectification being document No. IV – 755/2016**, Executed vide Commission Registry at the office of the A.D.S.R. Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which was/is duly mutated/transferred and the **Khatian No. L.R.- 287** was/is also opened in his name.

AND WHEREAS the above said SHRI DAMBAR BAHADUR GURUNG was/is the sole, absolute and the recorded owner of the plot of Raiyati rupni land, **area measuring = 10 Kathas** of which he had acquired Ownership by way of purchase from **1. Sri Sudip Das S/O Shri Subhas Das and, 2. Shri Raj Kumar Gupta S/O Shri Jagadish Prasad Gupta** of Subhaspally and S.F. Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling by Virtue of a registered **Sale Deed being document No. I – 4873/1997**, registered at the office of the A.D.S.R. Siliguri, Sub – Division – Siliguri, Dist. Darjeeling **which was/is supported by virtue of a Registered Deed of Declaration for Rectification being document No. IV – 756/2016**, Executed vide Commission Registry at the office of the A.D.S.R. Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

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AND WHEREAS the above said **SHRI KARMA YALMO (GURUNG)** was/is the sole and absolute owner of the plot of Raiyati rupni land, **area measuring = 5 Kathas** of which he had acquired Ownership by way of inheritance after the death of his father **Shri Bijay Kumar Gurung S/O Shri H. B. Gurung** of Lalchand, P.S. Shillong, Dist. East Khasi Hills, Meghalaya who died intestate leaving behind him, his son as the only surviving legal heir to inherit and succeed all the properties. **The above said Late Bijay Kumar Gurung** had also acquired ownership of the said plot of land by way of purchase from one **Shri Raj Kumar Gupta S/O Shri Jagadish Prasad Gupta** of S.F. Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling by Virtue of a registered **Sale Deed being document No. I – 4043/1997**, registered at the office of the A.D.S.R. Siliguri, Sub – Division – Siliguri, Dist. Darjeeling **which was/is supported by virtue of a Registered Deed of Declaration for Rectification being document No. IV – 736/2016**, Executed vide Commission Registry at the office of the A.D.S.R. Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which is duly mutated/transferred and the **Khatian No. L.R.- 289** is also opened in his name.

AND WHEREAS the above said **SHRI AJAY KUMAR GURUNG** was/is the sole, absolute and the recorded owner of the plot of Raiyati rupni land, **area measuring = 5 Kathas** of which he had acquired Ownership by way of purchase from one **Shri Raj Kumar Gupta S/O Shri Jagadish Prasad Gupta** of S.F. Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling by Virtue of a registered **Sale Deed being document No. I – 3921/1997**, registered at the office of the A.D.S.R. Siliguri, Sub – Division – Siliguri, Dist. Darjeeling **which was/is supported by virtue of a Registered Deed of Declaration for Rectification being document No. IV – 737/2016**, Executed vide Commission Registry at the office of the A.D.S.R. Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which was/is duly mutated/transferred and the **Khatian No. L.R.- 293** was/is also opened in his name.

Contd....P/6.

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AND WHEREAS the **Present Vendor abovenamed** has duly mutated its name and the Khatian No. L.R.- 2614 has been also opened in its name and has also done conversion of the said plot of land from Rupni to Bastu (**Commercial**) vide Conversion Case No. CN/2020/0401/287, issued by the office of the B.L. & L.R.O, Matigara Block at Shivmandir, Dist. Darjeeling.

AND WHEREAS the Vendor above named being desirous of constructing a residential complex on the aforesaid land have started construction of a (G+3) (Block – A & B) Four Storied Residential building, with all common modern facilities, on part of the aforesaid land measuring = 30 Kathas or 49.5 Decimals, more particularly described in the **Schedule – A** given herein under, divided into several independent units on the aforesaid land Vide approved building Plan Order No. 239/MPS/Planning, Dated – 16.03.2022 and L.U.C.C. Memo No. 5814/SJDA, Dated – 13.04.2021, issued by the concerned authority.

AND WHEREAS the Vendor had formulated a scheme to enable a person/Party intending to have own Flat/unit/premises and 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/Apartment/Flat or premises proportionate to the total constructed area on the said land.

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PARTNER

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A N D

WHEREAS said the Vendor have completed the construction of the said (G+3) Storied Residential building as per the sanctioned and approved plan as aforesaid and the Purchaser has approached the Vendor to transfer the said Apartment/Flat measuring = _____ Sq. ft. (carpet area), Apartment/Flat No. _____, on the _____ Floor along with _____ (_____) Balcony along with one Open Parking Space (No-P-.....) and together with undivided proportionate share of the below **Schedule – “A”** land to prove his absolute ownership and the Vendor has accepted the said proposal of the Purchaser and has agreed and decided to transfer/sell a Apartment/Flat measuring = _____ Sq. ft. (Carpet area), Apartment/Flat No. _____, on the _____ Floor along with _____ (_____) Balcony alongwith one Open Parking space (No-P-.....) together with undivided proportionate share of the below **Schedule – “A”** land on which the said (G+3) Storied Residential building as described and particularized in the **Schedule - “B”** below is constructed, considering the price so offered by the Purchaser mentioned below.

A N D

WHEREAS the Vendor has agreed and decided to transfer/sell a Apartment/Flat measuring = _____ Sq. ft. (Carpet area), Apartment/Flat No. _____, on the _____ Floor along with _____ (_____) Balcony alongwith one Open Parking space (No-P-.....) together with undivided proportionate share of the below **Schedule – “A”** land on which the said (G+3) Storied Residential building as described and particularized in the **Schedule - “B”** below is constructed, considering the price so offered by the Purchaser 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 Purchaser to the Vendor (the receipt whereof the Vendor does hereby acknowledge and grants full discharge to the Purchaser from the payment thereof). The Vendor also does hereby grants, convey, assign and transfer into the Purchaser the said property hereby sold fully described in the **schedule ‘B’**

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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 into or upon the said property hereby sold.

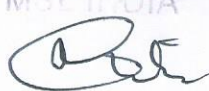
2. That the Purchaser shall not do any act, deed or thing whereby the development /construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring assigning or disposing of unsold portion or rights, title and interest therein or appurtenant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

3. That the Purchaser shall 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 shall be paid by the Purchaser himself/herself/themselves and as well as the electric consumption bill shall be paid by the Purchaser, the Vendor shall have no responsibility in this respect.

4. That the Vendor 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 shall be liable to make good the loss or injury which the Purchaser may suffer or sustain in consequence thereof.

5. That the Vendor 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.

6. That the Vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendor 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 shall be liable to make good the loss or injury which the Purchaser may suffer or sustain in resulting there from.

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7. That the Vendor further covenants with the Purchaser that if for any defect of title or for act done or suffered to be done by the Vendor, the Purchaser is 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 shall forthwith return back the entire sum paid by the Purchaser with interest @ 12% P.A. to the Purchaser from the date of deprivation of ownership or of possession and the Vendor shall further pay adequate compensation to the Purchaser for any loss or injury which the Purchaser may suffer or sustain in consequence thereof.

8. That the Purchaser shall have the right to get his 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 him/her/them from time to time.

9. That the Purchaser 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.

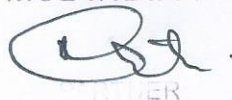
10. That the Purchaser shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers /occupants of the said building.

11. That the Purchaser 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 Purchaser shall be entitled to use and pay such proportionate charges for common facility as will be determined by the Vendor 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.

Contd....P/10.

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13. That the Purchaser 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 "D"** below.

14. That in case the Purchaser makes default in payment of the proportionate share towards the Common Expenses (Described in the **Schedule-'D'** given here-in-under) within the time allowed by the Vendor or the Apartment owners Association, the Purchaser shall/will be liable to pay interest at the rate of 1.5% 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 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 Purchaser shall also be restrained from using the common facilities.

15. That the Purchaser shall not encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor 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 Purchaser 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.

Contd....P/11.

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PARTNER

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16. That the Purchaser shall not throw or accumulate any dirt, rubbish, garbage or other refuse or permit the same to be thrown or accumulated in the said Apartment/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 Purchaser 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 and the Purchaser have measured the Apartment/Flat and is fully satisfied with the measurement and no claim shall be entertained in future.

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

19. That the Purchaser 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 Purchaser and the Vendor 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 he/she/they shall have the right to move to the court at Siliguri.

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SCHEDULE A
DESCRIPTION OF THE LAND WHERE THE APARTMENT/FLAT
AREA LOCATES

All that piece or parcel of a plot of Raiyati Land, classified as per ROR Bastu, area measuring = 49.5 decimals or 30 Kathas, recorded in Khatian No. L.R. – 2614, comprised in and forming part of Plot No. R.S.- 65, 66, 69 & 95, corresponding to L.R. Plot No. 150, 154, 155, 159 & 162(P), in Mouza – Shishabari, J.L. No. 41, within the jurisdiction of Champasari G.P., Police Station – Pradhan Nagar, A.D.S.R. Office - Bagdogra, Sub – Division - Siliguri, Dist. Darjeeling.

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

NORTH	:	20 Feet Wide Kutcha Road.
SOUTH	:	20 Feet Wide Kutcha Road
EAST	:	Land of T. B. Gurung and Land of MSL INDIA.
WEST	:	Land of Rohit Gurung and Land of Durga Devi.

Contd.....P/13.

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SCHEDULE B
(DESCRIPTION OF APARTMENT/FLAT AREA HEREBY SOLD)

A residential _____ BHK Apartment/Flat no. _____ on _____ Floor of Block " _____ " having carpet area measuring _____ sq.ft. in the complex named as "ASHIRVAD RESIDENCY" alongwith _____ balcony measuring _____ Sq.ft together with the right to park one car in the Open Parking Space No. _____ 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 of corridor, staircase, passage, ways, shafts and other facilities for common use with other concerned.

SCHEDULE - C
(COMMON PROVISIONS AND UTILITIES)

1. Stair case, Lift and stair case landing. Corridor on all floors.
2. Common entry on the ground floor.
3. Top Roof of the building.
4. Water pump, water tank, water pipes & common plumbing installation.
5. Generator Set, CCTV Surveillance.
6. Fire Fighting System, Drainage and sewerage.
7. Boundary wall and main gate.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the Apartment/Flat in common and such other common facilities as may be prescribed from time to time.

Contd.....P/14.

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SCHEDULE -D**(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, equipments and installations, comprised in the common portions including water pumps, lift, 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. 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/s).
7. Costs of formation and operation of the service organisation 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 including water pump, etc. 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.

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Contd....P/15.

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IN WITNESS WHEREOF, THE VENDOR DO HEREUNTO SET AND SUBSCRIBE ITS HANDS THROUGH ITS REPRESENTATIVE ON THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :-

1.

2.

MSL INDIA

PARTNER

SIGNATURE OF VENDOR.

Drafted by me and printed
in my office.