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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. ____ in First Floor of a G + 3 storied building named as “ROYAL RESIDENCY” along with proportionate undivided share of the land measuring = 16.50 Decimals or 10 Kathas.

Mouza : Chamta.
J.L.NO. : 26.
Plot No. : R.S.- 362 & 364(P),
Plot No. : L. R.- 613 & 619(P).
Khatian No. : 3126.
Gram Panchayat : Patharghatta.
Police Station : Matigara.
District : Darjeeling.
Market Value : Rs. _____/- Only.
Consideration : Rs. _____/- Only.

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

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B E T W E E N

_____ (PAN - _____) S/O _____, Hindu/
Christian / 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

ROYAL ENTERPRISES (PAN : ABDFR5603A), A Partnership Firm,
having its office at Bhanu Path, Salbari Bazar, P.O. Salbari, P.S. Pradhan
Nagar, Dist. Darjeeling, Pin - 734002, in the State of West Bengal, **Represented**
by two of its Partner - 1. SHRI SANTOSH RAI S/O Shri Bikram Rai, Hindu
by Religion, Business by Occupation, resident of Ambadhura, Salbari, P.O.
Salbari, P.S. Pradhan Nagar, Dist. Darjeeling, Pin - 734002, in the State of West
Bengal **AND 2. SHRI NARESH AGARWAL S/O LATE RAM SINGH**
AGARWAL, Hindu by Religion, Business by Occupation, Indian by Citizen,
residing at Mangal Pandey Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, Dist.
Darjeeling, in the State of West Bengal, Pin – 734001 hereinafter called the
VENDOR/SELLER/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**.

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WHEREAS the Vendor abovenamed became the sole, absolute and the recorded owner of a plot of Raiyati Homestead Land of an area measuring = **20 Kathas or 33 Decimals**, as fully described in the schedule below by way of purchase from **SHRI RAMESH KUMAR GOYAL & 3 OTHERS** of Sri Ram Colony, Sevoke Road, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, in the State of West Bengal by virtue of a registered Deed of Sale being No. I – 8195/2021, Executed at the office of the ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

ANDWHEREAS the above said **Shri Ramesh Kumar Goyal & Others** had acquired ownership of an area measuring = 20 Kathas or 33 Decimals by way of purchase from one Smt. Sarbari Sah W/O Shri Bijay Kumar Sah of Salbari, P.O. Sukna, now Salbari, P.S. Pradhan Nagar, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 6251//2013, Executed at the office of the ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which was duly mutated/transferred and the Khatian was also opened in their name.

ANDWHEREAS in the above said Deed of Sale being document No. I - 6251/2013, the Year of the chain Deed reference in page No. 3, in Line No. 10 of Second Paragraph has been wrongly typed and printed as Sale Deed, being No. I – 3932 for the Year 2013 in place of Sale Deed, being No. I – 3932 for the Year 1995 which has been rectified by executing a Deed of Declaration by Smt. Sarbari Sah by virtue of a registered Deed of Declaration being No. I – 773/2013, Executed at the office of the ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

ANDWHEREAS the abovenamed Smt. Sarbari Sah, acquired ownership of an area measuring = 20 Kathas or 33 Decimals by way of purchase from one Smt. Anjali Gurung (Barman) D/O Late Gopal Gurung and Wife of Shri Dilip Barman of Haribhanga Maujar, P.O. & P.S. Haribhanga, Dist. Coochbehar, Pin – 736134, in the State of West Bengal by virtue of a registered Deed of Sale being No. I – 3216/2013, Executed at the office of the ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

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ANDWHEREAS the abovenamed Smt. Anjali Gurung (Barman), acquired ownership of an area measuring = 33 Decimals or 20 Kathas by way of inheritance after the death of her mother Smt. Anjana Gurung W/O Late Gopal Gurung of St. Mary's Hill, P.O. & P.S. Kurseong, Dist. Darjeeling, Pin – 734203, in the state of West Bengal as the one and only legal heirs to inherit and succeed all the properties left behind her as per provisions of the Hindu Succession Act, 1956.

ANDWHEREAS the abovenamed Smt. Anjana Gurung, acquired ownership of an area measuring = 33 Decimals by way of purchase from one Shri Kali Nath Barman S/O Late Berakanta Barman of Champta, P.O. Sukna, P.S. Matigara, Dist. Darjeeling by virtue of a registered Deed of Sale being document No. I – 3932/1995, Executed and represented by his Constituted attorney Smt. Pabitra Gurung W/O Shri Bal Bahadur Gurung of Udham Singh Saranai, Ashram Para, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling by virtue of a registered GPA being document No. IV - 381/1995 at the office of the ADSR Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

ANDWHEREAS the abovenamed Shri Kali Nath Barman, acquired ownership of an area measuring = 1.80 Acres or 5 Bighas, 8 Kathas & 8 Chhataks by way of purchase from Shri Dhanraj Oraon & Others S/O Late Ratia Oraon of Vill. Jogivita, P.O. New Champta, P.S. Matigara, Dist. Darjeeling after obtaining a sale permission vide memo No. 584(2)/SCTW/SLG Dated – 30.06.1995 from the office of the Govt. of West Bengal, Office of the Revenue Officer, under Chapter – II of W.B.L.R. ACT, 1955 and Schedule Caste and Tribes Welfare Officer, Siliguri Dated – 30.06.1995 by virtue of a registered Deed of Sale being document No. I – 3708/1995, Executed at the office of the ADSR Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

ANDWHEREAS the above said Shri Dhanraj Oraon & Others had also acquired ownership by way of inheritance after the death of their father “RATIA ORAON S/O K. ORAON” of Vill. Jogivita, Patharghatta, P.O. New Chamta, P.S. Matigara, Dist. Darjeeling from the recorded R.S. Khatian No. 140 of his father.

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AND WHEREAS the **Present Vendor abovenamed** has duly mutated its name and the Khatian No. L.R.- 3126 has been also opened in its name and has also done conversion of the said plot of land from Rupni to Bastu (**Commercial cum Residential Housing Complex**) vide Conversion Case No. CN/2022/0401/269, CN/2022/0401/1033, CN/2022/0401/1758 & CN/2022/0401/1760, 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 cum commercial complex on the aforesaid land have started construction of a (G+4) Storied Residential cum commercial building, with all common modern facilities, on part of the aforesaid land measuring = 20 Kathas or 33 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. 1474/MPS/Planning, Dated – 16.12.2022.

AND WHEREAS the Vendor 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 have completed the construction of the said (G+4) Storied Residential cum commercial building as per the sanctioned and approved plan as aforesaid and the Purchaser has approached the Vendor 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+4) Storied Residential cum commercial building 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 flat measuring = _____ Sq. ft. (including super built up), Flat No. _____, at the _____ Floor including proportionate share of stairs case of the said (G+4) Storied Residential cum commercial building as described and particularized in the Schedule - “B” below, considering the price so offered by the Purchaser mentioned below.

A N D

WHEREAS the Vendor has agreed and decided to transfer/sell a Flat measuring = _____ Sq. ft. (including super built up), Flat No. _____, at the _____ Floor including proportionate share of stairs case of the said (G+4) Storied Residential cum commercial building as described and particularized in the Schedule - “B” below, 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’ 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.

Contd....P/8.

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/Developer 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.

Contd....P/9.

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.

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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 "C" below.

14. That in case the Purchaser makes default in payment of the proportionate share towards the Common Expenses (Described in the Schedule-'C' 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 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 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.

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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 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 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 FLAT AREA
LOCATES).

All that piece or parcel of a plot of Raiyati Vacant land classified as per ROR 'Bastu', area measuring = 33 Decimals, recorded in Khatian No. 3126, Comprised in and forming part of Plot No. R.S.- 362 corresponding to Plot No. L.R.- 613 area = 27 Decimals and Plot No. R.S.- 364 corresponding to Plot No. L.R.- 619 area = 6 Decimals, in Mouza - Chamta, J. L. No. 26, Touzi No. 91, within the jurisdiction of Gram Panchayat - Patharghatta, Police Station – Matigara, A.D.S.R. Office - Bagdogra, Sub - Division - Siliguri, Dist. Darjeeling.

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

NORTH : 28 Feet Wide Pucca Road.
SOUTH : Sold Land of Chhota Bablu.
EAST : Sold Land of Kalinath Barman.
WEST : Sold Land of Kalinath Barman.

SCHEDULE B
(DESCRIPTION OF FLAT AREA HEREBY SOLD)

A Residential Flat, measuring = _____ Sq. ft. (Super Built Area) and a Carpet area = _____ Sq. Ft., Flat No. _____, at the _____ Floor of Block - _____, in the complex named as "ROYAL 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 of corridor, staircase, passage, ways, shafts and other facilities for common use with other concerned.

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SCHEDULE - C
(SPECIFICATION OF FLAT)

- | | | |
|----------------------|---|---|
| 1. Structure | - | R.C.C. framed structure |
| 2. Finish Internal | - | Internal wall finished with putty and primer punning. |
| 3. Finish External | - | External wall finished with Putty Gholla, wall primer with 02 coat weather coat paint. |
| 4. Tiles | - | Anti skid tiles on the bathroom floor and vitrified wall tiles in Bathroom wall height upto 7' including squirting included dodo. In kitchen - 4' height from Cooking Slab. |
| 5. Flooring | - | All floor finished with floor tiles with 4" height skirting. |
| 6. Kitchen | - | Kitchen oven top finished with Black Granite with 4" height skirting. |
| 7. Door | - | Good Quality of wooden frame in all Doors and Doors made of high quality Ply laminated with sunmica for main door and other with flush door . |
| 8. Window | - | Aluminum frame with Aluminum window with 4mm Clear glass fitted. |
| 9. Electrical Wiring | - | Entire wiring will be concealed with copper wire ISI brand standard. |
| 10. Water Supply | - | One deep bore well fitting with submersible pump with P.V.C. overhead tank. |
| 11. Water Pipe Line | - | All Pipes will be of (ISI) PVC/UPVC pipe. |
| 12. Balcony | - | Balcony half covered with MS Grill Railing. |
| 13. Fittings | - | All bathrooms and kitchen fitted with ISI standard CP fittings. |
| 14. SWR Pipes | - | All SWR pipes made of ISI standard. |
| 15. Sanitation | - | Best quality ISI white colour will be provided. |
| 16. Door Fittings | - | Steel fittings will be provided in all doors. |

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- 17. Main Door Lock - Standard quality Mortice lock will be fitted only on main door.
- 18. Wash Basin - Only three wash basin will be provided.
- 19. Lift. - Lift will provided for common use.
- 20. Fire - Fire safety will be provided.

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

WITNESSES :-

1.

2.

SIGNATURE OF VENDOR.

Drafted by me and printed
in my office.