# **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 Floor of a G + 3 storied building named as "HIMALI RESIDENCY" along with proportionate undivided share of the land measuring = 14 Decimals.			
Mouza	: Panchanai.		
J.L.NO.	: 27.		
Plot No.	: R.S 399 & 406(P),		
Plot No.	: L. R 360(P).		
Khatian No.	: 4381.		
Police Station	<ul><li>: Champasari.</li><li>: Pradhan Nagar.</li><li>: Darjeeling.</li></ul>		
Market Value Consideration	: Rs/- Only. : Rs/- Only.		

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

**Contd.....P/3.** 

### BETWEEN

	(PAN	) S/O	, Hindu/
Christian / Buddhist by	Religion, Bu	siness/Service/Hous	ewife by Occupation,
Indian by Citizen, reside	ent of	, P.O	, P.S,
Dist, Pin -	, in the	State of	, hereinafter called
the "PURCHASER" (wh	ich expression	shall mean and incl	ude unless excluded by
or repugnant to the cont	ext his/her/the	ir heirs, successors	, legal representatives,
executors, administrators	and assigns) of	the FIRST PART.	

#### AND

**HIMALI ENTERPRISE** (PAN: AANFH6743E), A Partnership Firm, having its office at Unit No. 16, Third Floor, Goyal Plaza, Opposite Hotel Sachitra, Sevoke Road, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, in the State of West Bengal, Represented by one of its Partner - SHRI DINESH ADHIKARI, Son of Late Mahadeo Prasad Adhikari, Hindu by Religion, business by Occupation, resident of Salbari Bazar, P.O. Salbari, P.S. Pradhan Nagar, Dist. Darjeeling, Pin - 734002, in the State of West Bengal, 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.

WHEREAS the Vendor abovenamed became the sole, absolute and the recorded owner of a plot of Raiyati Homestead Land of an area measuring = 14 Decimals, as fully described in the schedule below by way of purchase from - 1. SHRI RAJEN KUMAR PRADHAN S/O Late Karna Bahadur Pradhan, 2. SMT. PURNIMA SINGH W/O Shri Narendra Kumar Singh, 3. SMT. CHANDA PRADHAN W/O Late Karna Bahadur Pradhan and 4. SHRI ANAND RATNA PRADHAN ALIAS AANAND RATNA PRADHAN S/O Late Hari Narayan Pradhan by virtue of a registered Deed of Sale being document No. I – 2134/2022, Executed at the office of the ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

ANDWHEREAS the above said SHRI RAJEN KUMAR PRADHAN had acquired ownership of an area measuring = 1.648 Kathas or 2.4 Decimals by way of purchase from one Shri Laxmi Prakash Rai @ Shri Prabin Rai S/O Shri C. B. Rai of Income Tax Building, 15, Dr. Yen Singh Road, P.O. & P.S. Darjeeling, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 1114/2007, Executed at the office of the ADSR Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which was duly mutated/transferred and the Khatian was also opened in his name vide khatian No. L.R.- 3576.

**ANDWHEREAS** the abovenamed Shri Laxmi Prakash Rai @ Shri Prabin Rai, acquired ownership of an area measuring = 4.94 Kathas by way of purchase from one Smt. Bharati Tamang W/O Shri Madan Tamang of Salbari, P.O. & P.S. Siliguri, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 133/1992, Executed at the office of the then ADSR Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Smt. Bharati Tamang, acquired ownership of an area measuring = 3.22 Acres by way of purchase from one Shri Saroj Kumar Sarkar S/O Late Sumata Kumar Sarkar of Salbari, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 6300/1987, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Shri Saroj Kumar Sarkar, acquired ownership of an area measuring = 45.22 Acres by way of purchase from one Shri Dhanmadas Biswas S/O Late Nrishingha Biswas of Ashrampara, Siliguri, Dist. Darjeeling by virtue of two different registered Deed of Sale being No. 1. I – 5740/1981 and 2. I – 5741/1981, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

WHEREAS the above said – Smt. Purnima Singh had acquired ownership of an area measuring = 1.646 Kathas or 2.3 Decimals by way of purchase from one Shri Laxmi Prakash Rai @ Shri Prabin Rai S/O Shri C. B. Rai of Income Tax Building, 15, Dr. Yen Singh Road, P.O. & P.S. Darjeeling, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 1113/2007, Executed at the office of the ADSR Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which was duly mutated/transferred and the Khatian was also opened in her name vide khatian No. L.R.- 3575.

**ANDWHEREAS** the abovenamed Shri Laxmi Prakash Rai @ Shri Prabin Rai, acquired ownership of an area measuring = 4.94 Kathas or 7 Decimals approx. by way of purchase from one Smt. Bharati Tamang W/O Shri Madan Tamang of Salbari, P.O. & P.S. Siliguri, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 133/1992, Executed at the office of the then ADSR Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Smt. Bharati Tamang, acquired ownership of an area measuring = 3.22 Acres by way of purchase from one Shri Saroj Kumar Sarkar S/O Late Sumata Kumar Sarkar of Salbari, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 6300/1987, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Shri Saroj Kumar Sarkar, acquired ownership of an area measuring = 45.22 Acres by way of purchase from one Shri Dhanmadas Biswas S/O Late Nrishingha Biswas of Ashrampara, Siliguri, Dist. Darjeeling by virtue of two different registered Deed of Sale being No. 1. I – 5740/1981 and 2. I – 5741/1981, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

WHEREAS the above said – Smt. Chanda Pradhan had acquired ownership by way of purchase of an area measuring = 1.646 Kathas or 2.3 Decimals by way of purchase from one Shri Laxmi Prakash Rai @ Shri Prabin Rai S/O Shri C. B. Rai of Income Tax Building, 15, Dr. Yen Singh Road, P.O. & P.S. Darjeeling, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 1115/2007, Executed at the office of the ADSR Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which was duly mutated/transferred and the Khatian was also opened in her name vide khatian No. L.R.- 3575.

**ANDWHEREAS** the abovenamed Shri Laxmi Prakash Rai @ Shri Prabin Rai, acquired ownership of an area measuring = 4.94 Kathas or 7 Decimals approx. by way of purchase from one Smt. Bharati Tamang W/O Shri Madan Tamang of Salbari, P.O. & P.S. Siliguri, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 133/1992, Executed at the office of the then ADSR Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Smt. Bharati Tamang, acquired ownership of an area measuring = 3.22 Acres by way of purchase from one Shri Saroj Kumar Sarkar S/O Late Sumata Kumar Sarkar of Salbari, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 6300/1987, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Shri Saroj Kumar Sarkar, acquired ownership of an area measuring = 45.22 Acres by way of purchase from one Shri Dhanmadas Biswas S/O Late Nrishingha Biswas of Ashrampara, Siliguri, Dist. Darjeeling by virtue of two different registered Deed of Sale being No. 1. I – 5740/1981 and 2. I – 5741/1981, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**WHEREAS** the above said – <u>Shri Anand Ratna Pradhan Alias Aanand</u> Ratna Pradhan had acquired ownership of an area measuring = 7 Decimals by way of purchase from one Smt. Sarita Pradhan W/O Shri Basu Ratna Pradhan of Haat Bazar, Ward No. 15, P.O. & P.S. Kurseong, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 2543/2014, Executed at the office of the ADSR Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling which was duly mutated/transferred and the Khatian was also opened in his name vide Khatian No. L.R.- 3376.

**ANDWHEREAS** the abovenamed Smt. Sarita Pradhan, acquired ownership of an area measuring = 7 Decimals approx. by way of purchase from one Shri Yandra Kamal Rai S/O C. B. Rai of Income Tax Building, 15, Dr. Yen Singh Road, P.O. & P.S. Darjeeling, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 1112/2007, Executed at the office of the ADSR Siliguri – II at Bagdogra, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Shri Yandra Kamal Rai, acquired ownership of an area measuring = 4.57 Kathas by way of purchase from one Smt. Bharati Tamang W/O Shri Madan Tamang of Salbari, P.O. & P.S. Siliguri, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 129/1992, Executed at the office of the then ADSR Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Smt. Bharati Tamang, acquired ownership of an area measuring = 3.22 Acres by way of purchase from one Shri Saroj Kumar Sarkar S/O Late Sumata Kumar Sarkar of Salbari, Dist. Darjeeling by virtue of a registered Deed of Sale being No. I – 6300/1987, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**ANDWHEREAS** the abovenamed Shri Saroj Kumar Sarkar, acquired ownership of an area measuring = 45.22 Acres by way of purchase from one Shri Dhanmadas Biswas S/O Late Nrishingha Biswas of Ashrampara, Siliguri, Dist. Darjeeling by virtue of two different registered Deed of Sale being No. 1. I – 5740/1981 and 2. I – 5741/1981, Executed at the office of the then Sub – Registrar, Siliguri, Sub – Division – Siliguri, Dist. Darjeeling.

**AND WHEREAS** the **Present Vendor abovenamed** has duly mutated its name and the Khatian No. L.R.- 4381 has been also opened in its name and has also done conversion of the said plot of land from Rupni to Bastu vide Conversion Case No. CN/2021/0401/1978 & CN/2021/0401/1979, 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 building on the aforesaid land have started construction of a (G+3) Storied Residential building, with all common modern facilities, on part of the aforesaid land measuring = 14 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. 151/MPS, Dated – 24.02.2023.

**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

- 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.

- 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 7<sup>th</sup> 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.

- 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 Homestead land, classified as per ROR 'Bastu', area measuring = 14 Decimals, recorded in Khatian No. 4381, Comprised in and forming part of Plot No. R.S.- 399 & 406 corresponding to Plot No. L.R.- 360, in Mouza - Panchanai, J. L. No. 27, Touzi No. 91, within the jurisdiction of Gram Panchayat - Champasari, 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: Land of Urmila Gurung.
SOUTH: Project – High Land Park.
EAST: Land of Shri Kiran Tamang.

WEST: 18 Feet Wide Kutcha Road and Land of

Smt. Anu Rai & Smt. Arpana Rai

## SCHEDULE B ( DESCRIPTION OF FLAT AREA HEREBY SOLD)

A Residential Flat, n	neasuring =	_ Sq. ft. (Super But	ilt Area) and a
<i>Carpet area</i> =	Sq. Ft., Flat No	, at the	Floor, in the
complex named as	"HIMALI RESI	DENCY", including	g the common
proportionate area ai	nd together with pr	oportionate undivide	ed share in the
Schedule - A land in	icluding the right of	of common usage w	vith the Vendor
and/or other similar l	Purchaser/s of corri	dor, staircase, passa	ge, ways, shafts
and other facilities for	r common use with a	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
7	D		Granite with 4" height skirting.
1.	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
0	TT7' 1		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.
	. Balcony	_	Balcony half covered with MS Grill Railing.
	. Fittings	-	All bathrooms and kitchen fitted with ISI standard CP fittings.
14	. SWR Pipes	_	All SWR pipes made of ISI standard.
	. 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 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.