

DEED OF CONVEYANCE

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE _____ DAY
OF _____, 202_.**

One Residential Flat measuring _____ sq. ft. (super-built up area), being **Flat No. _____ at _____ Floor** of the building together with a parking right to park one car at Ground floor of the complex with an impartible right/share in the land on which the same stands.

RS Plot Nos. : 396/837(Three Nine Six by Eight Three Seven),
LR Plot Nos. : 258(Two Five Eight)
RS Khatian Nos. : 655(SIX FIVE FIVE)
LR Khatian Nos. : 870(Eight Seven Zero) & 871(Eight Seven One)
Mouza. : Dabgram
RS Sheet No. : 11(One One)
LR Sheet No. : 110(One One Zero)
Panchayet : Dabgram-II G.P.
P. S. : Bhaktinagar
District : Jalpaiguri
Consideration : Rs. _____/-
(Rupees _____ Only)

BETWEEN

1. _____, (Aadhaar No. _____ & PAN: _____), Son/Daughter/Wife of _____, aged about _____ Years, 2. _____ (Aadhaar No. _____ & PAN: _____) Son/Daughter/Wife of _____ aged about _____ years both residing at _____, P.O. _____, District- _____ both _____ by faith, both Indian by Nationality, No1. is _____ by occupation and No.2 is _____ by occupation, hereinafter collectively called the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, successors, representatives, administrators and assigns) of the **FIRST PART**.

AND

1.SRI DINESH PODDAR(I T PAN: AFHPP8066K, Adhaar No.6206 0987 5107) Son of Late Sugriwmall Poddar, **2. SRI PRAMOD KUMAR SINHAL** (I T PAN: AJCPS8358N, Adhaar No.4918 5226 9014) son of Late Ram Kumar Sinhal both Hindu by religion, both business by occupation, both Indian by Nationality, No.1 residing at Neelkamal Apartment, Block-C, Pranami Mandir Road, P.O. Haiderpara-734006, P.S. Bhaktinagar, Siliguri, Dist. Jalpaiguri in the state of West Bengal, No.2 residing at Shanti Apartment, West Ashrampara, P.O. & P.S. Siliguri-734001, Dist. Darjeeling in the state of West Bengal, hereinafter collectively called "**The Owners/First Party**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, legal representatives, executors, administrators and assigns). The Owners/First Party are represented by their **constituted attorney MR. GAURAV SINHAL**, (PAN: ELVPS9555J, Adhaar No. 2927 0125 6996) S/O, Sri Pramod Kumar Sinhal, by religion Hindu, by occupation business, by nationality Indian, resident of Jairam House, Sevoke Road, P.O. & P.S. Siliguri, District- Darjeeling in the state of West Bengal, constituted vide General Power of Attorney registered on 05.09.2023 entered in Book No .I Volume No.0711-2023 pages 134168 to 134188 document no. 071106538 for 2023 at the office of ADSR, Bhaktinagar.

AND

GOLDEN CONSTRUCTIONS (I T PAN: AAUFG1126F), a partnership firm having its principal place of business at 1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, P.O. Siliguri-734001, P.S. Bhaktinagar, District- Jalpaiguri in the state of West Bengal, represented by its **authorized Partner MR. GAURAV SINHAL**, (PAN: ELVPS9555J, Adhaar No. 2927 0125 6996) S/O, Sri

Pramod Kumar Sinhal, by religion Hindu, by occupation business, by nationality Indian, resident of Jairam House, Sevoke Road, P.O. & P.S. Siliguri, District- Darjeeling in the state of West Bengal, authorized vide Deed of Partnership, hereinafter referred to as the "Promoter/Second Party" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

WHEREAS The Owner parties jointly acquired all that piece & parcel of land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in RS Plot No. 396/837(Three Nine Six by Eight Three Seven),Corresponding L R Plot No. 258(Two Five Eight) appertaining to RS Khatian No.655(Six Five Five),Corresponding to then L R Khatian No. 244(Two Four Four), 245(Two Four Five) &143(One Four Three), RS Sheet No.11(One One), Corresponding LR Sheet No. 110(One One Zero),J.L. No.2(Two), Mouza- Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, ADSRO-Bhaktinagar, Block & BLLRO-Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri by 4(Four) Separate Deeds of Conveyance being i)Deed No. 071101681 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No.0711-2021 Pages 48216 to 48248 registered on 22.02.2021 ii) Deed No. 071101662 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No.0711-2021 Pages 48249 to 48274 registered on 22.02.2021 iii) Deed No. 071101664 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No.0711-2021 Pages 48275 to 48304 registered on 22.02.2021 and iv) Deed No. 071101663 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No.0711-2021 Pages 47259 to 47283 registered on 22.02.2021.

Being owner of the said land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in the manner aforesaid, the Owners are having absolute right, title & interest therein and are enjoying and possessing the said land in their actual and khas possession by paying Khajana to the Govt. of West Bengal regularly without any claim whatsoever from any person/party whomsoever. The individual undivided share of the member of owner parties in the said land has been mutated in the name of respective owners in the records of BLLRO Rajganj as per LR-ROR and following 2(Two) LR Khatians have been prepared in the name of the owner parties:-

Name of the Owner	LR Khatian No.	LR Plot No.	Area(Acres)
SRI DINESH PODDAR	870	258	0.1407
SRI PRAMOD KUMAR SINHAL	871	258	0.1407
TOTAL LAND			0.2814

The owner parties hereof have also got the classification of their respective share in land converted from "Sahari" to "Bastu" vide Memo No. 952/SDLLRO(S)/JAL/2021 and Memo No. 951/SDLLRO(S)/JAL/2021 both dated 05.10.2021. The Plot of land is bound butted as per follows:-

By North: Panchanan Sarani Pucca Road

By South: Sold land of Bakharu Singh & Others

By East: Land & House of Rajen Kharati

By West: Land & House of Narayan Mandal

The Owner and the Promoter have entered into a joint development agreement dated 05.09.2023 registered at the office of the Additional District Sub Registrar in Book No-I Volume No 0711-2023 Pages from 134883 to 134914 bearing No 071106531 for the year 2023

AND WHEREAS M/S GOLDEN CONSTRUCTIONS, a a partnership Firm was looking for a suitable Land for carrying out construction, Development and Sale of Residential Complex.

AND WHEREAS the Vendor approached M/s Golden Constructions to take up their land for the purpose of construction of a Multistoried Residential Complex and accordingly the Vendor and the Developer entered into a development agreement on such terms and conditions as laid down in the Development Agreement. The Owner and the Promoter have entered into a joint development agreement dated 05.09.2023 registered at the office of the Additional District Sub Registrar in Book No-I Volume No 0711-2023 Pages from 134883 to 134914 bearing No 071106531 for the year 2023

AND WHEREAS the Vendor and Developer being desirous of constructing a residential complex on the Schedule-A Land and thereafter started construction on the said Land. The Additional Executive Officer, Jalpaiguri Zilla Parishad has granted the commencement certificate to develop the Project vide approval dated 05.04.2023 bearing No.HE5R17F87; The plan was approved by District Engineer, Zilla Parishad on 27.07.2023.

AND WHEREAS, the Developer above named is in the process of construction of said Multistoried residential complex and to assign it and identify has named the residential complex as "**GOLDEN ARCADE**".

AND WHEREAS, the Developer has formulated a Scheme to enable a person or persons intending to have own Flat or premises in the said residential complex along with the undivided proportionate share and interest in the land on which the said residential complex stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the Flat or premises proportionate to the total constructed area on the said land.

AND WHEREAS the Vendor/Developer is in the process of construction of the said residential complex divided into several independent Flats/premises along with the common facilities.

AND WHEREAS the Vendor/Developer has now firmly and finally decided to sell and has offered for sale to the purchaser/s a residential flat being Flat No. ____ in the ____ **Floor** measuring about ____ **Sq.Ft.**, (super-built up area) with roof, together with a Covered Parking Space more particularly described in the Schedule-B given herein below for a valuable consideration mentioned hereinabove.

AND WHEREAS the purchaser/s being in need of a residential flat in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Vendor as fair, reasonable and highest has/have agreed to purchase from the Vendor, the said flat more particularly described in the Schedule 'B' given hereinunder with undivided common share or interest in the stairs, roof, open space, toilet, well, overhead tanks and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendences, 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 mentioned hereinabove

AND WHEREAS the Vendor agreed to execute the deed of sale of the Schedule-B property in favour of the purchasers for effectually conveying the right, title and interest in the Schedule-B property for a consideration mentioned above and conditions mentioned hereinunder.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in consideration as mentioned hereinabove paid by the Purchasers to the Vendor/Developer, the receipt of which is acknowledged by the Vendor/Developer by execution of these present and grants full discharge to the purchasers from the payment thereof and the Vendor/Developer do hereby convey and transfer absolutely the Schedule-B property to the purchasers who will / shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, 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 the 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 purchasers shall have all rights, title and interest in the property sold and conveyed to them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor/Developer or any body claiming through or under them and all the rights, title and interest which vested in the Vendor/Developer with respect to the Schedule- B property shall henceforth vest in the purchasers to whom the said property has been conveyed absolutely.

4. That the Purchasers hereby covenants with the Vendor/Developer not to dismantle the Flat hereby sold and conveyed in favour of the Purchasers in part or parts in any manner whatsoever and the same shall be hold by the Purchasers exclusively for residential purposes.

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 and that the recitals 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.

6. 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 described in the Schedule – B below or any part thereof in future, then the Vendor/Developer shall forthwith return to the purchasers the full or proportionate part of the consideration money as the case may be from the date of deprivation of ownership or of possession.

7. That the Vendor do hereby covenants with the Purchaser that the tenancy rights under which the Schedule-A property is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor 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.

8. 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.

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

10. That the Vendor/Developer further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the purchasers to the property hereby conveyed at the cost of the purchasers.

11. That the purchasers shall have the right to get his/her/their names mutated with respect to the said Schedule – B property at the Office of the B. L. & L. R. O. and Dabgram-II Gram Panchayet and get it numbered as a

separate holding and shall pay panchayet taxes as may be levied upon them from time to time though the same has not yet been assessed.

12. That the purchasers shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule- B property or let-out, lease-out the Schedule- B property to whomsoever.

13. 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.

14. 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 impartible.

15. That the Vendor/Developer will pay up to date Panchayet taxes, land revenue and / or any other charges / dues if any prior to the date of transfer of the Schedule- B property.

16. 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 purchasers unless separately levied upon and charged for.

17. That the Vendor /developer shall have the right, title and interest over 50%(Fifty Percent top roof / terrace of the buildings and the purchasers agree that the vendor / developer shall have the liberty, right and entitlement to deal with, transfer or dispose of the said top roof / terrace to whomsoever and/or reserve their said share for particular apartment(s) and that the purchasers shall not claim any right whatsoever or howsoever over the said top roof / terrace of the buildings. Remaining 50%(Fifty percent) of the top roof shall be for common use of all the occupants of the building/complex.

18. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as COMMON PROVISIONS & UTILITIES shall be looked after by the Apartment Owners Association by framing a proper Memorandum of Association together with the Rules and Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership of residential apartments.

19. That the purchasers shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer

walls, stair case, septic tank, water supply, lift, generator, sanitation, sweeper, chowkidar, etc. as will be determined by the executive body or any other authority of the building or Apartment Owners Association.

That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

20. 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 Apartment Owners Association, the Purchaser/s shall be liable to pay interest for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Association acting at the relevant time for any loss or damage suffered by the Association in consequence thereof.

21. 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 such 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.

22. That the purchasers further covenants with the Vendor/Developer not to injure, harm or cause damage to any part of the building including common portions and areas as well 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.

23. That it is hereby specifically declared that the use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building save the battery operated inverter.

24. That the Purchaser shall not be entitled to park any vehicle in others parking area, common area and passage within the complex. That the Purchasers shall park one car in the parking area at Ground Floor of the complex provided the same is marked and allotted to the Purchasers of these present any where within the complex by the Vendor/Developer.

25. That the Vendor/Developer shall use the remaining unsold car parking area in any manner whatsoever (i.e. servant quarter, closed parking with shutter gate, etc.) if required, to which the Purchasers shall have no objection.

26. That the consideration/price of the Schedule-B property is inclusive of GST. The GST Registration Number of the Developer is: 19AAUFG1126F1ZC.

27. 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 he / she shall have the right to move to court at Jalpaiguri.

SCHEDULE – "A"

ALL THAT piece & parcel of land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in RS Plot No. 396/837(Three Nine Six by Eight Three Seven),Corresponding L R Plot No. 258(Two Five Eight) appertaining to RS Khatian No.655(Six Five Five),Corresponding to L R Khatian No. 870(Eight Seven Zero) & 871(Eight Seven One), RS Sheet No.11(One One), Corresponding LR Sheet No. 110(One One Zero),J.L. No.2(Two), Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, ADSRO-Bhaktinagar, Block & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District-Jalpaiguri in the state of West Bengal.

The land is bound and butted as per follows:-

By North: Panchanan Sarani Pucca Road

By South: Sold Land of Bakharu Singh & Others.

By East: Land & House of Rajen Kharati

By West: House of Narayan Mandal

SCHEDULE -"B"

All that Residential Flat being **Flat No.** ____ measuring ____ (_____) square feet (super-built up area), at _____ **Floor** in building named

"GOLDEN ARCADE" together with a parking right to park one car in the Covered parking area of the complex with a proportionate right in the land on which the apartment stands in common with the first party and/or other occupiers of the said building, forming part of land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in RS Plot No. 396/837(Three Nine Six by Eight Three Seven),Corresponding L R Plot No. 258(Two Five Eight) appertaining to RS Khatian No.655(Six Five Five),Corresponding to L R Khatian No. 870(Eight Seven Zero) & 871(Eight Seven One), RS Sheet No.11(One One), Corresponding LR Sheet No. 110(One One Zero),J.L. No.2(Two), Mouza- Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, ADSRO-Bhaktinagar, Block & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri in the state of West Bengal The floor of the Flat is covered with Ceramic Tiles.

SCHEDULE-C(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, 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 service organization for the common purposes.

SCHEDULE - D

(COMMON PROVISIONS AND UTILITIES)

1. Staircase and staircase landing on all floors,
2. Lift,
3. Community Hall/Banquet Hall in the ground floor of the building,
4. Green spaces within the complex,
5. Generator room with common generator,
6. Transformer,
7. Water Pump, Deep Tube Well, water tank, water pipes and common Plumbing installation.
8. Drainage and Sewerage.
9. Boundary wall and Main gates.
10. Such other common other parts, areas, 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 unit in common and such other common facilities as may be prescribed from time to time.

Separate Sheets are being used for the purpose of affixing impressions of fingers of both the hands of the Vendor/Developer and Purchaser.

IN WITNESSES WHEREOF the Authorised Signatory of the Vendor/Developer, do hereby in good health and conscious mind have put their signatures on these presents on the day, month and year first above written.

WITNESS:-

1. _____

_____.

2. _____

_____.

VENDOR

DEVELOPER

Drafted by me and printed in my office

Advocate/Siliguri