

Sd/-Gaurav Sinhal  
As Constituted Attorney of:-  
1. Shelly Garg.2. Nilu Goyal  
3.Pramod Kumar Sinhal

For Golden Constructions

Sd/- Gaurav Sinhal  
Partner

## **DEED OF CONVEYANCE**

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3.Pramod Kumar Sinhal

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**DEED OF ABSOLUTE SALE OF A FLAT**  
**ON APARTMENT OWNERSHIP BASIS**

**THIS INDENTURE MADE on this the \_\_\_\_\_ Day of  
\_\_\_\_\_,20\_\_ at Siliguri.**

( 3 )

One Residential Flat Premises being **FLAT NO.** \_\_\_\_,  
measuring about \_\_\_\_\_ **SQ. FT.** (the measurement of  
which includes Exclusive Balcony/Verandah  
area,proportionate area of Staircase, Corridor, Passages,  
Etc and super-built up area) at \_\_\_\_\_ **FLOOR** of the

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Complex named and designed as **ISKCON ARCADE** together with One \_\_\_\_\_(**Covered/Open**) parking space (measuring more or less about \_\_\_\_\_ **SQ.FT.**) **and/or** One Covered Two Wheeler Parking space measuring more or less \_\_\_\_Sq.Ft. at the **Ground Floor** of the complex with an impartible right/share in the land on which the same stands.

LAND AREA ON WHICH THE BUILDING STANDS	18(Eighteen) Katha 8 (Eight) Chattacks
RS PLOT NO.	475(Four Seven Five)
LR PLOT NO.	83(Eight Three) & 86(Eight Six),
RS KHATIAN NO	387/1(Three Eight Seven by One)
LR KHATIAN NO.	302(Three Zero Two), 303(Three Zero Three) & 304(Three Zero Four)
MOUZA	Dabgram
J.L. NO.	2(Two)
SHEET NO.	11(Eleven)
PARGANA	BAIKUNTHAPUR
P.S.	BHAKTINAGAR
ADSRO	ADSR, Bhaktinagar.
PANCHAYET	Dabgram-II Gram Panchayet
DISTRICT	Jalpaiguri
CONSIDERATION	Rs. _____/-(Rupees _____) Only

1. \_\_\_\_\_ (**PAN:-** \_\_\_\_\_) S/o \_\_\_\_\_, 2. \_\_\_\_\_ (**PAN:-** \_\_\_\_\_) S/o \_\_\_\_\_, Both are \_\_\_\_\_ by religion, Indian by Nationality, \_\_\_\_\_ by Occupation, \_\_\_\_\_ resident \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, District- \_\_\_\_\_ in the State of \_\_\_\_\_ --- hereinafter jointly and collectively called

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**PURCHASERS/ FIRST PARTY/ BUYER** (which expression shall mean and include unless excluded by or repugnant to the context \_\_\_\_\_ heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

**A N D**

**1.SMT. SHELLY GARG** alias Smt. Shelly Agarwal(**I T PAN: AHRPA4412E, Adhaar No.5789 9137 3439**) wife of Krishna Garg, **2. SMT. NEELU GOYAL(I T PAN: (I.T.PAN: ALKPG7767P, Adhaar No.2748 4662 6942)** wife of Sri Pawan Kumar Goyal, **and 3.SRI PRAMOD KUMAR SINHAL,(I T PAN: AJCPS8358N, Adhaar No. 4918 5226 9014)** son of Late Ram Kumar Sinhal all Hindu by religion, all business by occupation, all Indian by Nationality, No.1 residing at Green Valley, Block-1, 2<sup>nd</sup> Flor, Upper Bhanunagar, P.O. Sevoke Road-734001,P.S. Bhaktinagar, Siliguri, Dist. Jalpaiguri in the state of West Bengal, No.2 residing at Mittal Complex, 2<sup>nd</sup> Mile, Sevoke Road. P.O.-Sevoke Road-734001, P.S. Bhaktinagar, Dist. Jalpaiguri in the state of West Bengal No.3 residing at West Ashrampara, P.O. & P.S. Siliguri-734001, Dist. Darjeeling in the state of West Bengal, hereinafter collectively called **SECOND PARTY/ SELLERS/VENDORS** which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, successors, administrators, representatives and assigns) of the **SECOND PART**.

Vendor parties hereof are represented by their Constituted Attorney **SRI GAURAV SINHAL [PAN: ELVPS9555J]** (Adhaar No. 2927 0125 6996), Son of Sri

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Pramod Kumar Sinhal resident of Jayram House, Pani Tanki More, Sevoke Road, P.O. & P.S. Siliguri-734001, District- Darjeeling in the State of West Bengal appointed by virtue of General Power Of Attorney registered at the office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. IV, CD Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, being document No. \_\_\_\_\_ for the year \_\_\_\_\_

**AND**

**GOLDEN CONSTRUCTIONS (PAN : AAUFG1126F)**, a partnership firm ,having its Office/Principal place of business at Kapil Centre, 1<sup>st</sup> Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist.Jalpaiguri in the State of West Bengal, represented by one of its Partners, **SRI GAURAV SINHAL**(Adhaar No. 2927 0125 6996), Son of Sri Pramod Kumar Sinhal resident of Jayram House, Pani Tanki More, Sevoke Road, P.O. & P.S. Siliguri-734001, District- Darjeeling in the State of West Bengal, hereinafter referred to as **Third Party/ Developer** (which term and expression shall unless excluded by or otherwise repugnant to the subject or context its partners, heirs, legal representatives,succesors in office, executors, administrators, successors and assigns) of the **THIRD PART**

**WHEREAS** The Seller/Vendor parties jointly acquired all that piece & parcel of land measuring 18(Eighteen) Katha 8 (Eight) Chattacks in RS Plot No. 475(Four Seven Five), appertaining to RS Khatian No.387/1(Three Eight Seven by One), Sheet No.11(One One), J.L. No.2(Two), Mouza-

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Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Block, ADSRO & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri by 2(Two) Separate Deeds of Conveyance being i) Deed No. 00078 for the year 2011 registered at the office of ADSR, Rajganj, District- Jalpaiguri recorded in Book No. I, CD Volume No. 1, Pages 1099 to 1119 registered on 05.01.2011 and ii) Deed No. 08682 for the year 2012 registered at the office of ADSR, Rajganj, District- Jalpaiguri recorded in Book No. I, CD Volume No. 25, Pages 2284 to 2305 registered on 07.11.2012

**AND WHEREAS** Being owner of the said land measuring 18 Katha 8 Chattak in the manner aforesaid, the Seller/Vendor parties 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 3(three) LR Khatians have been prepared in the name of the owner parties:-

Name of the Owner	LR Khatian No.	LR Plot No.	Area(Acres)
Smt. Shelly Agarwal alias Smt. Shelly Garg	302	83	0.0826
		86	<u>0.0167</u> <u>0.0993</u>
Smt. Neelu Goyal	304	83	0.0827
		86	<u>0.0166</u> <u>0.0993</u>
Sri Pramod Kumar Sinhal	303	83	0.0827
		86	<u>0.0166</u> <u>0.0993</u>
TOTAL Land			0.2979

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The Seller/Vendor parties hereof have also got the classification of their respective share in land converted from “Danga” to Bastu Commercial” vide Memo No. 1345/BLLRO®/18 dated 21.08.2018.

The Plot of land owned & possessed by the Owners hereof, is more fully described in Schedule-A hereto and referred to as “Schedule-A land” hereinafter.

**AND WHEREAS** the Second Party above named being desirous of constructing a Residential complex on the aforesaid land but not being in a position to put their contemplation and scheme into action due to lack of experience and time, were in search of a reputed developer who could construct the residential complex as per the specification and requirement of the Second Party for mutual benefit.

**AND WHEREAS** in the mean time, the Third Party hereof **GOLDEN CONSTRUCTIONS** was looking for a suitable piece and parcel of land to exploit its expertise in the field of construction, development and sale of Residential Premises.

**AND WHEREAS** the Second Party approached Third Party to take up their land as more fully mentioned in Schedule “A” below for the purpose of construction of a multistoried residential complex and accordingly the Second Parties hereof, **1. SMT. SHELLY AGARWAL alias SMT. SHELLY GARG, 2. SMT. NEELU GOYAL and 3. SRI PRAMOD KUMAR SINHAL** and the Third Party hereof **GOLDEN CONSTRUCTIONS** entered into a

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development agreement on such terms and conditions as laid down in the **DEVELOPMENT AGREEMENT** registered at the office of Additional District Sub-Registrar, Bhaktinagar, Dist. Jalpaiguri and recorded in Book No. I, CD Volume No. \_\_\_ to \_\_\_, pages \_\_\_\_\_ to \_\_\_\_\_, being Document No. \_\_\_\_\_ for the year 20\_\_.

**AND WHEREAS** the Third Party thereof decided to construct a Residential Complex comprising on **Schedule – “A”** land according to the Building Plan prepared which was approved by Dabgram-II Gram Panchayat vide order No. \_\_\_\_\_ dated \_\_\_\_\_ for 4(Four) (Ground+ 3(Three) upper floors) Storied multistoried building.

**AND WHEREAS** the Third Party above named had completed the construction of the said multistoried Residential/Commercial complex and to assign and identify has named the residential complex as **“ISKCON ARCADE”**.

**AND WHEREAS** the Second and Third Party have formulated a scheme for selling apartment/Unit/Premises and to enable different person(s) /party(s) intending to have own flat/unit/Parking premises/Store for house hold goods in the said Building Complex along with the undivided proportioned share and interest in the land as more fully described in **Schedule-A** below, the proportionate share or interest in the **Schedule-A** to be determined according to the constructed areas comprising in the unit or premises proportionate to the total constructed area of the Complex.



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**AND WHEREAS** the Second Party hereof offered the intended buyers to apply for purchase of their flats and the First Party being intended to purchase the “**B**” Scheduled property offered the Second & Third Party to purchase the said “**B**” Schedule Property in the said Complex named “**ISCKON ARCADE**” for a valuable consideration as fully described in the Schedule “**E**” below.

**AND WHEREAS** the Second Party hereof being satisfied with the offer of the First Party allotted the “**B**” Scheduled Premises to the First Party and an Agreement to Sale was executed among the parties hereto in this behalf on \_\_\_\_\_ for a valuable consideration as fully described in the Schedule “**E**” below.

**AND WHEREAS** the First Party after inspecting the documents of title of Second Party of 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/Complex till date and considering the price so offered by the Second Party as reasonable, has hereof made full and final payment to the Second Party for said property as more fully and particularly described in Schedule “**B**” given hereunder with undivided common share or interest in the stairs, open space, common toilets, bore well, overhead tanks and other fittings and fixtures and other common parts services, services of the building/Complex free from all encumbrances, charges, liens, lispendense, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and

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interest for the Schedule “**B**” property for a valuable consideration as described in Schedule “**E**” below.

**AND WHEREAS** the Second Party (being the owners) and the Third Party (being the Developer) agreed to execute this Deed of Conveyance in respect of Schedule “**B**” property in favour of the First Party for effectually conveying the right, title and interest in the Schedule “**B**” property for a valuable consideration as described in Schedule “**E**” below.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS**

1. **THAT** for valuable consideration of **Rs.**  
\_\_\_\_\_/- **(Rupees)** \_\_\_\_\_

\_\_\_\_\_ ) only in the manner as more fully described in Schedule “**E**” below paid by the First Party to the Second Party / Third Party, the receipt of which is acknowledged by the Second Party and Third Party by execution of these presents and grants full discharge to the First Party from the payment thereof and the Second Party and Third Party do hereby convey and transfer absolutely the Schedule “**B**” property to the First Party who shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.

2. **SATISFACTION OF BUYER: THAT** the First Party have examined and inspected the Documents of title of the Second Party and verifying the site Plan, Building Plan, Foundation Plan, Structural Details of beams and

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slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation, details of staircase as well as the common portions and areas and the Common Provision and 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 has satisfied himself /herself /themselves /itself about the standard of construction thereof including that of the Schedule “**B**” property purchased by the First Party and shall have no claim whatsoever as to construction plan quality of materials used or standard of workmanship in the construction, thereof including foundation of the building and development, installations, erections and construction of the **COMMON PROVISION AND UTILITIES** as more fully described in the Schedule “**D**” below.

**3. MEASUREMENT: THAT** The measurement of the Said Flat as mentioned in this Deed is the final measurement of the Said Flat which has been certified by the Architect of the building which has been verified and agreed by the Buyer, who hereby covenants the satisfaction of the measurement of the built up area.

**4. CREATION OF RIGHTS: THAT** the First Party shall have all rights, title and interest in the property sold and conveyed to him/her/them/it and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Second and Third Party or anybody claiming through or under them and all rights, title and interest which are vested in the Second and Third Party with respect to the Schedule “**B**” property and shall

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henceforth vest in the First Party to whom said property has/have been conveyed absolutely.

**5. SAID PARKING SPACE AND TERMS OF ALLOTMENT: THAT** as per mutual agreement by and between the Parties that the Said Parking Space (if any has been agreed to be taken by the Buyer) shall be allotted to the Buyer at the discretion of the Third Party by an allotment letter to be issued by the third party on this behalf in favor of the buyer and the Car/Two Wheeler Parking Space can be allotted anywhere within the Covered Parking area/Open Parking Area of the building It is clarified that the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Buyer and can only be used for parking of a medium sized motor car or two wheeler, as the case may be, of the Buyer and not for any other purposes and the Buyer will have exclusive right to park the Car/Two Wheeler in the Said Parking Space.

**6. RIGHT AGAINST ENCROACHMENT: THAT** the First Party shall not encroach upon any portion of land or buildings carved out by the Second and Third Party for the purpose of the road, landings stairs, passages, corridors, etc or other community purposes and in the event of encroachment, the Third Party 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 First Party shall be legally bound to repay the entire

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cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

**7. NO-PREEMPTION:** Under the doctrine of pre-emption, which is based on the Supremacy Clause, certain rights of buyer are created by such pre-emption, however such rights of pre-emption are hereby abolished vide this clause for the purpose of this indenture and project

**8. PRESERVATION OF COMMON AREA: THAT** the First Party further covenants with the Second and Third Party 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 otherwise in any manner whatsoever and in the event contrary, the First Party shall be fully responsible for it. The Second and Third Party shall not be held responsible in any manner whatsoever for the same.

**9. EXCLUSIVE FOR RESIDENTIAL PURPOSE: THAT** the First Party hereby covenants with the Second & Third Party not to dismantle the Schedule “B” property and part thereof hereby sold and conveyed in favour of the First Party and the same shall be held by the First Party exclusively for residential purposes.

**10. ALTERATION: THAT** the First Party shall not make any such addition or alteration in the Apartment as may cause blockage or interruption in the smooth flow of common areas and facilities within the complex and to

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cause any structural damage or encroachment on the structure of the building(s) in the complex.

**11. SUB DIVIDE OR DEMOLISH:** That the First Party have agreed that he/she/they/it shall not sub-divide or demolish any structure of the schedule "B" property without the prior approval and consent of the Third Party and/or the local authority, if required. The First Party shall also not change the colour and facade of outer walls of his/her/their/its Apartment/s.

**12. RESTRICTION ON DISPLAY OF BOARDS:** That the First Party shall not display any names, address, signboard, advertisement, materials, etc. on the external facade of the Apartment/Tower/Block and also the complex.

**13. DECLARATION OF SECOND AND THIRD PARTY:** **THAT** the Second and Third Party declares that the interest which they professes to transfer hereof subsists as on the date of these presents and that the Second and Third Party have not previously transferred, mortgaged, contracted for sale or otherwise 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 ,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 Second and Third Party shall be liable to make good the loss or injury which the First Party may suffer or sustain there from and also be liable to compensate the First Party for the same.

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14. **COVENANT TO FIRST PARTY: THAT** the Second and Third Party further covenants with the First Party that if for any defect of title or for act done or suffered to be done by the Second and/or Third Party, the First Party is deprived of ownership or of possession of the said property described in the Schedule “**B**” below or any part thereof in future, then the Second and Third Party shall return to the First Party the full or proportionate part of the consideration money as the case may be.

15. **TENANCY RIGHT: THAT** the Second Party do hereby covenants with the First Party that the tenancy rights under which Schedule “**A**” property is held by the Second Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Second Party proposes to transfer subsists and the Second Party have full right and authority in Schedule “**B**” property to transfer the undivided right in the land to the First Party in the manner as aforesaid and the First Party shall hereinafter peacefully and quietly possess and enjoy the Schedule “**B**” property without any obstruction or hindrance whatsoever.

16. **NO HINDRANCE FROM FIRST PARTY: THAT** the First Party shall not do any act, deed or thing whereby the development/construction of the said building/Complex is in any way hindered or impeded with nor shall prevent the Second and Third Party from selling their respective allocation, transferring assigning or disposing of unsold portion of right, title and interest therein or appurtenant thereto.

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**17. PAYMENT ACKNOWLEDGEMENT:** THAT full consideration of **Rs. \_\_\_\_\_/- (Rupees**

\_\_\_\_\_) only has been made and the Second Party and The Third Party hereby acknowledge the receipt of the full and final payment of consideration amount. The Consideration amount shall include all the followings:

**17.1 Special Amenities/Facilities:** providing any special amenities/ facilities in the Common Portions (save and except those described in the **D Schedule** below) and improved specifications of construction of the Said Flat and/or the Said Building/Complex, proportionately.

**17.2 Electricity:** Charges for obtaining HT/LT electricity supply from the supply agency, & Generator for the building complex as a whole However, this price does not include charges applicable for Individual Electricity Meter Security Deposit to the WBSEDCL as and when applicable and other charges as applicable specifically mentioned other clauses.

**17.3 Electricity Meter for Common Portions:** security deposit and all other billed charges of the supply agency for providing electricity/meter for Common Portions of the building complex.

**17.4 Taxes:** GST (Goods & Services Tax) or any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time,



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proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat.

**17.5 Legal Fees:** Fees of Advocates (**Legal Advisors**), who have drawn this Deed and all further documents (for registration). However, Stamp duty, registration fees and other miscellaneous expenses for registration and all other fees and charges, if any, has been borne by the Buyer separately.

**18. COMMON EXPENSES:** All expenses of common nature more specifically defined in **Schedule C** shall be borne by the Owners of the Flat. Also, it has been agreed that common expenditure will be divided among the buyers only and no expenses will be borne by the Developer for unsold flats.

**19. HAND OVER OF POSSESSION/DEEMED DATE OF POSSESSION:** The Third Party after completion of the schedule-B flat, has intimated the the First party to take possession of the Schedule-B flat by issuing Possession letter and the possession of the Schedule-B flat shall be deemed to have been handed over to the First Party from the date mentioned in the said possession letter.

**20. ELECTRICITY CONNECTION: THAT** the First Party have to obtain his/her/their/its own independent electric connection from the WBSEDCL for his/her/their/it electric requirement and the connection charges as well as the electric consumption bill will be paid by the First Party. The Second and Third Party shall not have any responsibility or any liability in this respect.

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**21. CONTINUING CONSTRUCTION BY DEVELOPER:**

The Developers shall continue construction, completion, up-gradation and beautification for finishing the Apartment and its common area, however the premises as mentioned in "**SCHEDULE B**" below, i.e. the Flat has been completed upto the satisfaction of the Buyer.

**22. QUALITY, WORKMANSHIP AND ACCEPTANCE OF VARIATIONS ETC.:**

The decision of the Architect regarding quality, workmanship and variations is final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect post the registration of these present, however the Third Party covenant that in no case there will be any alteration made to the building structure and/or the Scheduled B property and the Buyer hereby further agrees not to raise any objection to the Developer and/or the Architect making any other variations, modifications or alterations.

**23. COMPLETE SATISFACTION ON POSSESSION:**

On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat, including the super built up area of the Said Flat.

**24. COMMENCEMENT OF OUTGOINGS:**

From the Date Of Possession, all outgoing in respect of the Said Flat And Appurtenances, including Rates & Taxes shall become payable by the Buyer.

**25. COMMON PORTIONS:**

The developer shall maintain the Common Portion until Developer shall hand over

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management and upkeep of all Common Portions to the Association (the First Committee which shall be nominated by the Developer) and for the formation of which the Buyer hereby grant a Specific Power of Attorney to the Developer.

**26. BUYER AWARE OF AND SATISFIED WITH COMMON PORTIONS AND SPECIFICATIONS:** The Buyer, is/are fully satisfied and have complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters. The Buyer has examined and is acquainted with the Said Complex and acknowledges that the Buyer shall neither have nor shall claim any right over any portion of the Said Building Complex **save and except** the Said Flat And Appurtenances.

**27. NO RIGHTS OF OBSTRUCTION BY BUYER:** All open areas in the Said Property proposed to be used for open parking spaces do not form part of the Common Portions within the meaning of these presents and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same and/or any part thereof.

**28. NO OBSTRUCTION BY BUYER TO FURTHER CONSTRUCTION:** The Developer shall be entitled to make other constructions elsewhere on the Said Complex and the Buyer shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer due to and arising out of the said construction/ developmental activity. The Buyer also admits and accepts that the Developer and/or employees

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and/or agents and/or contractors and/or sub-contractors appointed by the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

**29. EXTENSION OF PROJECT:** If need be and situation persists, the developer/seller either jointly or severally or otherwise may extend the project onto a bigger project as deemed fit by the developer/seller and the proportion defined in clauses 27 & 28 shall be proportioned after inculcating such extensions and the Buyer hereof gives his/her/their/it"s NOC in this regard.

**30. BUYER TO PARTICIPATE IN FORMATION OF ASSOCIATION:** The Buyer admits and accepts that the Buyer and other Future Buyers of Flats who may hereinafter acquire any unit in the Said Complex shall form the Association as per the prevailing law and the Buyer shall become a member thereof.

**31. OBLIGATIONS OF BUYER:** The Buyer shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Phase, the Said Complex by the Developer/the Facility Manager/the Association (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Developer/the Facility Manager/the

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Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Block, the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances from the date of Possession and further for the Common Portions and the Specified Facilities on pro-rata basis.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided there-for, ensuring that no inconvenience is caused to the Developer or to the other Flat Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, and outside walls of the Said Building **save** in the manner indicated by the Developer/the Association (upon formation).

(e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, Coaching institute, nursing home, club, school or other public gathering place.

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(f) **No Alteration:** not to alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building/Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer /the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not to alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions or the Said Building/Complex. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building. The Antennae of TV will be installed by the buyer in the common portion of the top roof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat.

(h) **No Sub-Division:** not to sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.

(i) **No Changing of Name:** not to change/alter/modify the name of the Said Building and the Said Complex from that mentioned in these presents.

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(j) **No Nuisance and Disturbance:** not to use the Said Flat or the Common Portions or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(k) **No Storage:** not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

(l) **No Obstruction to Developer/Facility Manager/ Association:** not to obstruct the Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/the Said Complex/Said Property (excepting the Said Flat and the Said Parking Space hereby sold).

(m) **No Obstruction of Common Portions/Specified Facilities:** not to obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.

(n) **No Violating the Rules:** not to violate any of the rules and/or regulations laid down by the Developer/the

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Facility Manager/the Association (upon formation) for the use of the Common Portions.

(o) **No Throwing of Refuse:** not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated there-for.

(p) **No Injurious Activities:** not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any and the Common Portions.

(q) **No Storing of Hazardous Articles:** not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.

(r) **No Signage:** not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Complex **save** at the place or places provided therefore **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.

(s) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.



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(t) **No Installing Generator:** not to install or keep or run any generator in the Said Flat and the Said Parking Space, if any or anywhere in the Complex.

(u) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.

(v) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Flat.

(w) **No Damage to Common Portions:** not to damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

(x) **Not to release pets:** not to release the pet animals living with the Buyer in the Said Flat in the Common Portions alone for any other purpose whatsoever.

(y) **Notification Regarding Letting/Transfer:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant"s/buyers address and telephone number.

(z) **No Right in Other Areas: Save and except** the Easement Rights, the Buyer shall not have any right in the other portions of the the Said Complex and the Buyer shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the the Said

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Complex or any extension initiated by the Developer/Seller.

(aa) **Roof Rights: 50% of the** Top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room, TV Antennae shall be situated in the Common Roof.

**32. INTERIOR MAINTENANCE: THAT** the First Party shall carry out the maintenance and interiors of the Schedule “**B**” property at his/her/their/its own cost. The insurance of the Schedule “**B**” property as well as the interiors of the same shall be the responsibility of the First Party. The Second and Third Party shall not in any case be held liable and responsible for any damage or loss occurred on account of any act, deed, neglect or omission to do an act of the First Party from the date of possession.

**33. EXECUTION OF OTHER DOCUMENTS: THAT** the Second and Third Party 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 First Party to the property hereby conveyed at the cost of the First Party.

**34. MUTATION: THAT** the First Party shall have to get his/her/their/its name mutated with respect to the said Schedule “**B**” property at the office of B.L. & L.R.O, Matigara and panchayat and get numbered as a separate holding and shall pay Panchayat or Holding Taxes as

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may be levied upon his/her/their/its from time to time though the same has not yet been assessed.

**35. RIGHT TO SALE/OTHERWISE: THAT** the First Party 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, subject to the fact that no terms and condition of sale as per this deed is breached.

**36. USE OF PROPERTY: THAT** the First Party shall always use the schedule “B” property for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and assets of other occupants or the equipment in the Complex or use the schedule “B” property for any activity which may be immoral or illegal.

**37. SAFETY AND SECURITY: THAT** security of the entire complex shall always be the sole responsibility of the First Party and other occupants of the complex.

**38. TAXES: THAT** the Second and Third Party will pay up to date municipal taxes, Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of possession of the **Schedule – “B”** property. That the Second and Third Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule **“B”** property after date of possession.

**39. MAINTENANCE CHARGES: THAT** in case the First Party makes default in payment of the proportionate

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share towards the COMMON EXPENSES (described in the Schedule “C” given hereunder) within 7th of every month to the Apartment Owners association/Third Party, the First Party shall be liable to pay interest at the rate of 2% per month or part of a month Compoundable every month 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 Apartment Owners Association/Third Party for any loss or damage suffered by the Apartment Owners Association/Third Party in consequence thereof. The Apartment Owners Association/Third Party if they so find it reasonable may restrain the First Party for using the common facilities of the complex for non-payment of maintenance fee.

**40. USE OF GENERATOR: 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 flats of the building save the battery operated inverter.

**41. PARKING RIGHTS: THAT** the First Party shall not be entitled to park any vehicle in the others parking area, common area and passage within the complex except in the parking area provided to First Party if any by the Second & Third Party as more fully described in the schedule “B” Below.

**42. USE OF UNALLOTTED PARKING: THAT** the Third Party shall use the remaining car/Two Wheeler parking area in any manner whatsoever (i.e. servant quarter, Open Parking and/or closed parking with shutter gate,

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etc.) if required to which the First Party shall have no objection.

43. **ABIDE BY LAWS:** That the First Party shall abide by the laws of land, including the local laws and directions of the statutory authorities and terms and conditions of Allotment. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the First Party, the same shall be paid and satisfied by the First Party.

44. **FUTURE LAWS: THAT** all taxes, levies, assessments, demands or charges levied or leviable in future on the land or building or any part of the complex shall be borne and paid by the First Party in proportion to the area of the Schedule "B" Property.

45. **ARBITRATION: THAT** the matters not specifically stipulated in these presents or in case of any dispute or any questions arising hereinafter at any time between the First Party and the Second and/or Third Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act 1996 as amended upto date and in case their decision is not acceptable the parties hereto shall have the right to move to Court at Darjeeling.

### **SCHEDULE-A(DESCRIPTION OF THE LAND BELONGING TO SECOND PARTY HEREOF)**

All that piece & parcel of land measuring 18(Eighteen) Katha 8 (Eight) Chattacks in RS Plot No. 475(Four Seven Five), Corresponding LR Plot Nos. 83 & 86,appertaining

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to RS Khatian No.387/1(Three Eight Seven by One) Corresponding LR Khatian Nos. 302, 303 & 304, Sheet No.11(One One), J.L. No.2(Two), Mouza- Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Block, ADSRO & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri

The Plot of Land is bound and butted as follows:-

By North: Tara Maa Mandir Road

By South: House of Tapas Das & Another

By East: Land & House of Prafulla Saha.

By West: Land & House of Manjari Paul

**SCHEDULE „B“ (DESCRIPTION OF PROPERTY HEREBY SOLD)** A residential flat premises having Tiles Flooring, being **FLAT NO.** \_\_\_\_\_, having a Carpet Area \_\_\_\_\_ **Sq.Ft.** as per WBHIRA ACT (West Bengal Housing Industry Regulation Act) and a built-up area of \_\_\_\_\_ **Sq.Ft.** corresponding to a Super built-up area of \_\_\_\_\_ **Sq.Ft.** at \_\_\_\_\_ **FLOOR** of the Complex named & designed as **“ISKCON ARCADE”** together with One CAR/TWO WHEELER (**COVERED/OPEN**) parking Space (measuring more or less about \_\_\_\_\_ **SQ.FT.**) to be allotted & identified by the Second and Third Party at Ground Floor of the complex with a proportionate right in the Schedule “A” land on which the apartment stands in common with the first party and/or other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex.

### **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/Complex including the outer walls of the building.

2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.

3. The salaries, bonus and other emoluments and benefits 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, electrical and other maintenance staffs.

4. Cost of insurance premium for insuring the building/Complex 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/Complex save those separately assessed in respect of any unit or on the purchaser/s.

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.

9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

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## **SCHEDULE – D COMMON PROVISIONS AND UTILITIES**

- 1.Fire Protection & Detection System in Common Areas
- 2.Security System Comprising of CCTV
3. Car Charging Point in Common Area
4. 24/7 DG facility
5. Residential Activity Centre- Banquet
- 6.Landscaped Podium
- 7.Street Lighting
- 8.Household Garbage Disposal System
- 9.LED Lights in Common Area
- 10.Internal Road.
11. Internal Sewer water line

## **SCHEDULE – E CONSIDERATION FOR SCHEDULE “B” PROPERTY**

Valuable monetary consideration for selling and transferring the Schedule “B” Property absolutely by the First Party to the Second & Third Party amounts to **Rs.** \_\_\_\_\_/-

**(Rupees \_\_\_\_\_)**

only, is paid and the same has been received exclusively by the Second Party for the transfer of The “B” schedule property.

Separate sheets are being used for the purpose of affixing impressions of fingers of both the hands of FIRST PARTY, SECOND PARTY AND THIRD PARTY.

**IN WITNESS WHEREOF SRI GAURAV SINHAL** as constituted attorney of the Vendor parties and in capacity of partner of the Developer firm, M/S Golden Constructions, **do hereby in good**



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Partner

**health and concious mind** have put his signature on these presents on the Day, Month & Year First above written.

**WITNESSES:**

1 \_\_\_\_\_  
\_\_\_\_\_

The contents of this document have been gone through and understood personally by the Vendor Developer and the Purchaser

\_\_\_\_\_

2 \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
VENDOR

\_\_\_\_\_  
(DEVELOPER)

Drafted, read over and explained by me and typed in my office.

\_\_\_\_\_  
( HIMADRI MOHANTA )  
ENR:F/1046/1108/02  
ADVOCATE :: SILIGURI