

## DEED OF CONVEYANCE

1. Date -
2. Place – Durgapur
3. Parties-

**3.1 Mrs. HASI TRIBEDI [PAN-AKMPT3614P]**, wife of Late Sisir Kumar Tribedi, Occupation : Housewife, residing at Vill : Shyampur, PO : Durgapur, PS : Coke Oven, Pin : 713201, Dist : Paschim Bardhaman, West Bengal;

**3.2 Mr. ASIT KUMAR TRIBEDI [PAN-ANJPT0506G]**, son of Sudhirendra Tribedi, by Faith : Hindu, by Nationality : Indian, Occupation : Cultivation, residing at Vill : Shyampur, PO : Durgapur, PS : Coke Oven, Pin : 713201, Dist : Paschim Bardhaman, WB; represent by their lawfully constituted attorney Proprietor of **DUTTA AND COMPANY [PAN : ATYPD2046A]**, a sole proprietorship firm having its registered office at 74/N, Suryasen Palli, Block -A, PS : Coke Oven, Durgapur - 713201, Dist : Paschim Bardhaman, WB, represented by its Proprietor **Sri CHITTA DUTTA [PAN : ATYPD2046A] [AADHAAR : 3233 7156 6472]** s/o Late Santi Ranjan Dutta, by Occupation – Business, by Nationality – Indian, by Faith – Hindu, resident of Suryasen Palli, Block -A, PS : Coke Oven, Durgapur - 713201, Sub-Division & A.D.S.R. Office Durgapur, District Paschim Bardhaman, WN and the same has been duly registered before the **A.D.S.R. Durgapur Vide Development Agreement (1) Deed No. 230607385 for the year 2022, Page No. 186337 to 186352, Volume No. 2306-2022 (2) Deed No. 230607389 for the year 2022, Page No. 186290 to 186304, Volume No. 2306-2022** hereinafter called and referred to as the **"SELLER /LANDOWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include there, administrators, executors, representatives and assigns of the **FIRST PART.**

### AND

**DUTTA AND COMPANY [PAN : ANGPD2521C]**, a sole proprietorship firm having its registered office at 74/N, Suryasen Palli, Block -A, PS : Coke Oven, Durgapur - 713201, Dist : Paschim Bardhaman, WB, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless repugnant to the context be deemed to mean and include its, administrators, executors, representatives and assigns) of the **THIRD PART.**

Land owner/Vendor/Purchasers and Developer collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESS RECORDS BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FO THE PARTIES AS FOLLOWS:-

- 4 Subject Matter of Agreement
- 4.1.1 Transfer of the Said Flat & Appurtenances:

DUTTA AND COMPANY

  
Proprietor

**Said Flat:** piece and parcels of one independent residential flat being Flat "....." in the ..... floor, measuring total admeasuring area ..... Sq. Ft. having its Carpet Area (CA) ..... Sq. Ft. with EBVT ..... Sq. Ft. totaling Net Area (CA+EBVT) of ..... Sq. Ft., in the Block- "....." lying and situated in the building complex namely "WELKIN RESIDENCY" at Mouza : Nadiha, JL No. 092, PS : Coke Oven, RD-86, Shyampur Village, PO : Nadiha, Durgapur 713201, more fully described in the Part - I of the Second Schedule hereunder written, situated on the land more fully described in the First Schedule hereunder written.

**PARKING SPACES :** shall mean the spaces on the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings identified or unidentified as may be sanctioned by the concerned authority for parking as mentioned in Part II of Second Schedule. Shortest walking distance between the building entrance lobby and entry to location where a medium size car or a two wheeler is parked.

4.2 **Land Share:** Undivided impartial proportionate and variable share in the land comprised in the said property as is attributable to the said flat (land share) The land Share is/shall be derived by taking into consideration the proportion, which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building Complex.

4.3 **Share in Common Portion:** Undivided impartable, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Building Complex as is attributable to the Said Flat (share in common Portions) the said common areas, amenities, and facilities being described in the Third Schedule Part-II below (collectively Common portions). The share in common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building Complex.

## 5 Background

5.1 **Ownership of landowner :** By virtue of events and in the circumstances, the present landowner become the absolute owner of First Schedule Property, free from all encumbrances and were in peaceful possession thereof described as follows.

AND WHEREAS the schedule below Land originally belongs to the present LANDOWNER which she acquired by way of regd deed of sale being no. 7455 of 1985 of an area of 2.85 decimal and by way of regd deed sale being no. 5762 of 1978 of an area of 3.5 decimal in connection with Plot No. RS 702, LR 3149 and name of the present LANDOWNER duly record in LR records of rights under Khatian No. LR-1284 in connection with Plot No. RS 702, LR-3149 and from the date of purchase they are owning, possessing and seizing the schedule below land without any encumbrances.

AND WHEREAS the schedule below Land originally belongs to the present LANDOWNER which she acquired by way of regd deed of sale being no. 7438 of 1985

name of the present LANDOWNER duly record in LR records of rights under Khatian No. LR-2154 in connection with Plot No. RS-702, LR-3151 area of 4.66 Decimal and from the date of purchase they are owning, possessing and seizing the schedule below land without any encumbrances.

Record as owners and also converted the characters of land from Danga to Commercial Bastu vide Conversation Case No. CN/2023/2311/955, CN/2023/2311/975

5.2. **Mutation** : in favour of **Mrs. HASI TRIBEDI** and **Mr. ASIT KUMAR TRIBEDI** mutated his name before the BL & LRO record of the L.R Settlement in L.R. Khatian Nos. : 1284, 2154 LR Plot Nos. 3149, 3151 in respect of the Said Land.

5.3 **Registered Development Agreement: A.D.S.R. Durgapur Vide Development Agreement (1) Deed No. 230607385 for the year 2022, Page No. 186337 to 186352, Volume No. 2306-2022 (2) Deed No. 230607389 for the year 2022, Page No. 186290 to 186304, Volume No. 2306-2022**

5.4 **Registered Power of Attorney: Power of Attorney on A.D.S.R. Durgapur Vide Development Power of Attorney (1) Deed No. 230609962 for the year 2022, Page No. 231175 to 231186, Volume No. 2306-2022 (2) Deed No. 230609963 for the year 2022, Page No. 231187 to 231198, Volume No. 2306-2022.**

5.5 **Sanction of Plan:** With the intention developing the Said Property by constructing Building Complex thereon and selling spaces therein (units) the developer/owner sanctioned a plan from the the plan has been sanctioned and approved by **Durgapur Municipal Corporation** for the construction of **G+4 (Four)** storied building as per **Building Permit No. SWS-OBPAS/1102/2023/1180 Dt. 18/03/24 valid up to Dt. 17/03/2027;** for G+4 storied buildings which includes all sanctioned /permissible modifications made thereto, , if any from time to time.

5.6 **Sanction of Plan:** With the intention developing and commercially the Said Property by constructing Building Complex thereon and selling spaces therein (units) the developer /owner sanctioned a Building Plan from the concerned authority on 18<sup>th</sup> March 2024, which includes all sanctioned /permissible modifications made thereto, if any from time to time.

6. **Construction of Building** : Complex namely "**WELKIN RESIDENCY**" :On the basis of afore-noted sanctioned building plan, the said Developer herein constructed a multi-storied building on the said plot of land and particularly mentioned, described, explained, enumerated, provided and given in the **FIRST SCHEDULE** hereunder written.

6.1 **Built Up Area:** Here Built Up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common Partition wall between single unit and hundred percent area covered by the individual wall for the said unit.

6.2 **Covered Area:** Here covered area means total Buildup area for any unit plus proportionate share of stairs, lobby and lift areas, and other common and facilities.

**6.4 Super Built Up Area:** Here Super Built Up area means the total covered area plus proportionate share of service area.

**6.5 Application and Allotment:** The Purchasers has applied to Developer for purchase of the Said Flat and Appurtenances described in the Second Schedule hereunder written from Developers Allocation, and the Developer has allotted the same to the Purchasers conditional upon the Purchasers entering into this agreement.

**6.6 Agreement for Sale by the Developer:** After the abovementioned application allotment, the Developer herein executed an Agreement on ..... Day Of ..... 202.... for Sale in favour of the Purchasers herein in respect of the said flat.

**7. Deed of transfer of Title:** Pursuant to the aforesaid application made by the Vendor and the allotment made by the **DUTTA AND COMPANY** and after the execution of the Agreement for Sale, out of Developers Allocation, of the said piece and parcel of one independent residential Flat being Flat " ....." in the ..... floor, measuring ..... Square Feet (Said Flat) be the same a little more or less in the Block - ....., lying and situated in the building complex namely "**WELKIN RESIDENCY**" at Mouza : Nadiha, JL No. 092, PO : Nadiha, PS : Coke Oven, Durgapur - 713201, more fully and particularly described in the PART- I of the SECOND SCHEDULE hereunder written falling under the Developer's allocation, situated on the land more fully and particularly described in the FIRST SCHEDULE hereunder written.

## **8. Conditions Precedent**

**8.1 Acceptance of Conditions Precedent:** The Parties herein have accepted and agreed that the following are and shall be the Conditions Precedent to this Deed of Conveyance.

**8.2 Financial and other Capacity of Purchasers :** The undertaking of the Purchasers herein to the Vendors that the Purchasers herein have the financial and other resources to meet and comply with all financial and other obligations under this Deed of Conveyance punctually.

**8.3 Satisfaction of the Purchasers:** The undertaking of the Purchasers herein to the Vendors that the Purchasers is acquainted with, fully aware of and is thoroughly satisfied about the title of the Vendors, the plans, all the background papers the right of the Purchasers herein to enter into this Deed of Conveyance and the extent of the rights being granted in favor of the Purchasers herein, and shall not raise any objection with regard thereto.

**8.4 Measurement :** As regards super built up area of the said property, the parties confirm certificate accepts and assures each other that the certificate of Architect and/or Architects as may be appointed by the Vendors from time to time shall be final and binding upon the parties.

**8.5 Rights Confined to 'Said Property' and Appurtenances:** The undertaking of the Purchasers to the Vendors that the right, title and interest of the

Purchasers is confined only to the said Property and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the said property and the said building complex to third parties at the sole discretion of the Developer which the Purchasers under no circumstance shall be entitled to raise any objection.

**8.6 Covenants:** The mutual Agreement for Sale and acceptance by and between the parties that (1) the covenants of the Purchasers (Purchasers Covenant) and the of the Purchasers (Purchasers covenants) as mentioned below shall perpetually run with the land, (2) the Purchasers Covenant and the (collectively covenants) shall bind him/her/them successors- in-title or interest and (3) this Deed of Conveyance is based on the undertaking that the Transferee Covenants and the Vendors covenants shall be strictly performed by the Purchasers and Vendors respectively

**8.7 Common Portions Subject to Change :** This Conveyance Deed acceptance by and between the parties that although the in the portion is described in the third schedule below, the said description is only indicative and is not intended to bind the Purchasers in any manner. The Developer shall in the absolute discretion of the Developer be entitled to modify, improve or otherwise improvise upon the Common portions and the Purchasers shall not have any claims, financial or otherwise against the Developer for such change.

9. The Total Price has been arrived at in the following manner

Apartment Name	<b>WELKIN RESIDENCY</b>
Block	
Floor	Tiles
Cost of Carpet Area	Rs.
Cost of EBVT	Rs.
Proportionate cost of Common Areas with external wall thickness etc.	Rs.
Cost of 1 Nos of Four Wheeler Parking	Rs.
Proportionate Share of electric Transformer /Generator installation	Rs.
GST as applicable	Rs.
Total Price	Rs.

9.1 Total consideration for sale of Said Flat is Rs. ....../- [.....] only, (including GST and other extra charges), which the parties confirm and accepts. The net price has been fixed by mutual consent and hence it shall not be covered to question by either party provided however the Net Price shall vary proportionately and does not include the extras maintenance charges .

10. Construction, Completion, of Sale and Facility Manager:

**10.1 Construction by Developer:** The Developer shall construct complete and finish the said Flat and Appurtenance in accordance with the plans or as may be recommended by Architect or such other Architects as may be appointed by the Developer from time to time as per specification mentioned in the Third

Schedule below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.

**10.2 Purchasers consent and acceptance of variations etc:** The Purchasers hereby consent to the variations modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.

**11. No Hindrance:** The Purchasers shall not do any act deed or thing, whereby the construction of the Said Flat and Appurtenances and/or the Said Building Complex is in any way hindered and impended.

**12. Basic Duty of Transferees:** The Purchasers shall make all payments and perform all obligations as stipulated in this conveyance deed. The Purchasers shall not in any way commit breach of the terms and conditions herein contained.

**13. Meaning of Completion:** It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the possession Notice to the Purchasers and the said flat shall be deemed to have been completed in all regards if the same is made fit for habitation (1) in bare condition and (2) as per the Specification, the decision of the Architect in this regard being final and binding]

**14. Complete Satisfaction on Possession:** On the date of possession i.e. at or before the execution of these presents, the Purchasers shall be deemed to be completely satisfied with all aspects of the Said Flat and Appurtenance, including the measurement of the Said Flat, with regards to which Purchasers shall, accepts the measurement of the Architect as final and binding.

**15. Commencement of Outgoing:** From the Date of possession or after 15 days of Possession Notice, all outgoings in respect of the Said Flat shall become payable by the Purchasers.

**16. Vendors' Obligations:** Subject to stipulate in this Deed of Conveyance, the Vendors hereby agrees.

**17. Construction of the Said Flat & Covered Garage:** To Construct, finish and make the Said Flat and transfer the same to the Purchasers.

**18. Construction According to Specification:** To construct, finish and make the Said Flat in accordance with the Plans and Specifications, reasonable variations expected.

**19. Completion of Sale:** The sale of the Said flat and Appurtenances shall be completed by execution this registered deed of conveyance in favors of the Purchasers provided the Purchasers tenders all amounts required for the same as mentioned hereinabove.

**20. Facility Manager:** The Purchasers shall pay the amount as per below mentioned schedule as maintenance Charges To the Developer's appointed Facility Manager, from the date of Possession of the Flats received by Flat owners up to the common Expenses/Maintenance Charges & other expenses as above ,the Purchasers shall be

bound to pay the common expenses/maintenances charges to the Facility Manager, the facility Manager will not be require to render any accounts to the Purchasers and it shall be deemed that the Facility manager is rendering specific services to the Purchasers for commercial considerations and the ownership of the Common Portions (subject to the terms of this Deed of Conveyance ) shall vest in all the co-owners of the Said Building Complex, represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified service with regard to the Common Portions and the Facility Manager may or may not be replaced by the Ad-hoc committee of the Association of Flat Owners nominated by the Developer at the time of handing over complete project (Building). The first two year's maintenance will be payable by the Purchasers to the Developer directly as aforesaid.

#### **21. MAINTENANCE CHARGES**

**Purchasers to Mutate and Pay Rates & taxes and Common Expenses/Maintenance Charges:** The Purchasers shall pay the Common Expenses /Maintenance charges and Rates & Taxes (proportionately) for the Said building complex and wholly for the Said Flat and Appurtenances . from the date of possession and until the Said Flat and Appurtenances is separately mutated and assessed in favour of the Purchasers ) on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Purchasers' in thereof and have mutation completed at the earliest. The Purchasers furthest admits and accepts that the Purchasers shall not claim any deduction or abatement in the bills of Facility manager and the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and Units remaining unsold shall not be liable for payment of Common Expenses/Maintenances charges until such time such units are sold and transferred.

**22. No obstructions by the Purchasers to further Construction :** The Developer is entitled to construct further floors on and above the top roof of the Said Building Complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoarding, banners, dish antennas in the part of the ultimate roof of the building by the Developer, and the Purchasers shall not obstruct or object to the same The Purchasers also admits and accept that the Developer and/or employees and/or agents and/or contractor of the Developer shall be entitled to use and utilize the Common Portion for movement of building materials and for other purpose and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

**23. Variable Nature of land Share in Common Portions:** (1) The Purchasers fully Comprehends and accepts that the land share and the share in Common Portions in a notional proportion that the Said Flat bear to the currently proposed area of the Said Building Complex (2) The Purchasers fully Comprehends and accepts that if the area of the Said Building Complex is increased/recompleted by the Developer or if the Developer integrates/adds (Notionally or actually) adjacent lands and preemies to the Said Property and the Said Building Complex. (which the Developer shall have full right to do and which right is hereby unconditionally accepted by the Purchasers) then the Land Share and the Share in Common Portions shall vary accordingly and proportionately (3) The Purchasers shall not question any variation (including

diminution) of the land share in Common Portions as decided by the Developer purchasers shall not demand any refund of the Net Price Paid by the Purchasers on ground of or by reason of any variation the land share and the share in the common portion and (4) The Purchasers fully Comprehends and accepts that the land share and the share in the common portion is not divisible and partible. The Purchasers shall accept (without demur) the proportionate with regards of various matters as be determined at the absolute discretion of the Developer.

**24. Cost of Formation of Association:** The Purchasers shall share the actual cost of formation of Association proportionately. Obligations of the Transferees: On and from the date of possession the Purchasers shall:

- (a) Co-operate in Management and Maintenance: Co-operate in Management and Maintenance of the Said Building Complex and the Said Property by the Facility Manager
- (b) Observing Rules: Observe the rules framed from time to time by the Facility manager/Association for the beneficial common enjoyment of the Said building Complex and the Said property
- (c) Paying Electrical Charges: Pay for Electricity or any other utilities consumed in or relating to the Said Flat and Appurtenances' and the Common Portions
- (d) Meter and Caballing: Be liable to draw the electric lines/wires from the meter installation area to the Said Flat only through the Duct and pipes provided therefore, ensuring that no inconvenience is caused to the Vendors or to the other Purchasers. The main Electric meter shall be installed only at the common meter space in the Said Building Complex. The Purchasers shall similarly use the Ducts and the pipes provided for television, broadband, data cables and telephone cables and shall under no circumstance be entitled to sting wires and cables through any other part or portion of then Said building complex and/or the Said Property.
- (e) Residential Use: Use the Said Flat for residential purpose only under no circumstance shall the Purchasers use or allow to be used they said flat for commercial industrial or other non residential purposes. The Purchasers shall also not use the Said Flat as religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) No Alteration : Not alter, modify or in any manner change the [1] elevation and exterior color scheme of the Said building complex and (s)design and /or the color scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Vendors . In the event the Purchasers shall compensate the Developer as estimated by the Developer.
- (g) No Structural Alteration: Not alter, modify, or in any manner change the structure or any civil construction in the Said Flat & Appurtenances or the Common Portions or the Said building complex.



- (h)** No Sub Division: Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.
- (i)** No Changing Name: Not change/alter/modify the names of the Said building complex from those mentioned in this Deed of Conveyance.
- (j)** No Nuisance and Disturbance: Not use the Said Flat 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 complex 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 occupants
- (k)** No Storage: No 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/Association: Not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said building complex and selling and granting rights to any person or any part of the Said building complex (expecting the Said Flat and Appurtenances) Provided that it will not become impossible to stay in the flats/floor below the roof top.
- (m)** No Obstruction of Common Portions: No obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- (n)** No Violating Rules: Not violate any of the rules and /or regulations laid down by the Facility manager/Association for the use of the Common Portions.
- (o)** No Throwing Refuse: Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated thereof.
- (p)** No Injurious Activities: Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, or the Common Portions.
- (q)** No Storing Hazardous articles: Not keep or store any offensive, Combustible, obnoxious, hazardous or dangerous articles in the Said Flat.
- (r)** No Signboard: Not put up or affix any signboard, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat /Said building complex save at the place or places provided there for provided that this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the Said Flat.
- (s)** No Drawing Wire/Cable: Not affix or draw any wire, cable or pipe from to or through any Common Portions or outside walls of the Said building complex save in the manner indicated by the Facility Manager/Association.

- (t) No Floor Damage: Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (u) No Installing Generator: Not install or keep or run any generator in the Said Flat.
- (v) No Use of Machinery: Not install or operate any machinery or equipment except household appliances.

**Roof Rights:** A demarcated portion of the top roof of the Said building complex shall remain common to all residents of the Said building complex (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the common roof and the balance of the top roof of the said building complex shall belong to the Developer with right of exclusive transfer and the Purchasers specifically agrees not to do any act, which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said building complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Purchasers specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for Common use of all residents of the Said building complex.

**No Right in other Areas:** The Purchasers shall not have any right in the other portions of the Said property and the Purchasers shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the Said other portions.

**Vendors Covenants:** The Vendors covenant with the Purchasers and admits and accepts that: Completion of transfer: Subject to the Purchasers performing the terms and conditions of this Deed of Conveyance, the transfer of the Said Flat & appurtenance shall be completed by the Developer by executing conveyance in favor of the Transferees.

**No Creation of encumbrance:** The Vendors shall not create any charge, mortgage, lien and/or shall not sell transfer, convey and/or enter into any Deed of Conveyance with any person other than the Purchasers in respect of the Said Flat and appurtenance, subject to the Purchasers fulfilling all terms, conditions and obligations of this Deed of Conveyance.

**25. Termination and its Effect :** Not Applicable for this in the case of share transfer.

## 26. Taxes

**Obligation Regarding Taxes :** In the event of the Vendors being made liable for payment of any tax (excepting Income Tax) duty, levy or any other liability under any statute or law for the time in force or enforced in future or if the Vendors is advised by its consultant that the Vendors is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Vendors having agreed to perform the obligations under this Deed of transfer or having entered into this Deed of Conveyance, then and in that event the Purchasers shall be liable to pay all such tax, duty, levy, or other liability and hereby agrees to indemnify, and keep the Vendors indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by

the Vendors' consultant shall be paid by the Purchasers at or before the Date of Possession.

### **27. Defects**

Decision of Architect Final: If any work in the Said Flat and Appurtenance is claimed to be defective by the Transferees, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties, If directed by the Architect, the Vendors shall at own costs remove the defects. This will however not entitle the Purchasers to refuse to take possession of the Said Flat.

### **28. Association and Rules**

- a) **Transfer of Deposits:** The maintenance deposit mentioned in this Deed of Conveyance is to be paid by the Purchasers to the Vendors and shall be held by the Vendors free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.
- b) **Rules of Use:** The Said Flat Appurtenance shall be held by the Purchasers subject to such rules and regulations as may be made applicable by the Association from time to time.
- c) **Covenants Regarding Use:** The Purchasers agrees that the Purchasers shall use the Said Flat and Appurtenances subject to the following restrictions.
  - i. **No Misuse of Water:** The Purchasers shall not misuse or permit to be misused the water supply to the Said Flat.
  - ii. **Damages to Common Portions:** All damages to the Common Portions caused by the Purchasers and/or family members, invitees or servants of the Purchasers shall compensated for by the Purchasers.
  - iii. **No Unlawful Act:** The Purchasers shall not do any unlawful act and shall abide by all bye-law and/or rules and regulations, which may be framed by the Facility Manager or the Association.
  - iv. **Notification Regarding Letting:** If the Purchasers let out or sells the Said Flat and Appurtenances or portion thereof the Purchasers shall immediately notify the Facility Manager/Association of the tenant's /transferee's address and Telephone number and the identity.

### **29. Force Majeure:**

- a) **Circumstances of Force Majeure:** The Vendors not be held responsible for any consequences or liabilities under this Deed of Conveyance, if the Vendors is prevented in performing the obligation by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) Acts of God (2) Acts of Nature (3) Act of War (4) fire (5) Insurrection, (6) Terrorist action, (7) Civil unrest, (8) Riots, (9) Strike by material suppliers, workers and employees, (10) Delay on account of receiving statutory permissions, (11) Delay in the grant of electricity, water sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) Any notice, order of

injunction, litigation, attachments etc. and (13) Any rule or notification of the Government or any other public authority or any act of Government such as change in litigation or enactment of new law ,restrictive Governmental laws or regulations (collectively Circumstances of Force Majeure)

### **30. Miscellaneous**

- a) Indian Law: This Deed of Conveyance shall be subject to Indian Law.
- b) One Transaction: This Deed of Conveyance relates to the transaction recorded and contemplated herein and no other Transaction.
- c) Confidentiality and Non-disclosure: The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information /documents by judicial or administrative process
- d) No Claim of Un-Enforceability: This Deed of Conveyance is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence none of the Parties shall have the right to claim un-enforceability of this Deed of transfer.

### **31. Notice**

- a) Mode of Service: Notice under this Deed of Conveyance shall be served by e-mail or messenger or registered post/speed post with acknowledgement die at the above mentioned addresses of the Parties, unless the address is changed.

### **Alternative Dispute Resolution:**

A. **Disputes:** Disputes or differences in relation to or arising out of or touching this Deed of Conveyance or the validity, interpretation, construction, performance, breach or enforceability of this Deed of Conveyance (collectively disputes )shall be referred to the Arbitral Tribunal described in clause below and finally resolved by arbitration under the Arbitration and Conciliation Act 1996 with modifications made from time to time .In this regard ,the Parties irrevocably agrees that.

- i. Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate to be nominated by the Vendors.
- ii. Place: The place of arbitration shall be Durgapur only
- iii. Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards /directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the parties.

### **32. Jurisdiction**

- a) District Court: In connection with the aforesaid arbitration proceeding, only the Sub Division Judge, Paschim Bardhaman District and the Sub Division Court at Durgapur shall have jurisdiction to entertain and try all actions and proceedings.

All (OWNERS") are the absolute and lawful owner of piece and parcels of Bastu Land, The Plot of land measuring about total Area of **446.13 SQM or 4800.35 SQFT or 6.68 KATHA** under Mouza : Nadiha, JL No. 092, RS Plot No. 702, LR Plot Nos. 3149, 3151 L.R. Khatian Nos. : 1284, 2154, Ward No. 43, Holding No. 49/1/S/A, Borough No. 4, under Durgapur Municipal Corporation, PS : Durgapur, Sub Division : Durgapur, Dist : Paschim Bardhaman, West Bengal, India, under (more fully and particularly mentioned and described in the First Schedule hereunder written), which is developed by **DUTTA AND COMPANY** both hereby agreed unto the proposal of the party of the Other Part upon receiving the consideration as claimed by the Party of the First Part in this regard and thereafter for acceding to the prayer made by the party of the Other Part in their representations as stated hereinbefore, sanction in terms of Plan bearing Memo No.; A.D.S.R. Office- Durgapur & Sub-Division- Durgapur the property more fully mentioned and described in the First schedule is purchased by the land owners of A.D.S.R.O., Durgapur and our name duly recorded in the L.R. record of rights.

**AND WHEREAS** We intend to get the same land for developed to a multi storied building for that purpose. We got sanctioned plan from the Sanctioning Authority for the construction of the multi-storied building at the Said Property and we entered into a Development Agreement with **DUTTA AND COMPANY [PAN : ANGPD2521C]**, a sole proprietorship firm having its registered office at 74/N, Suryasen Palli, Block -A, PS : Coke Oven, Durgapur - 713201, Dist : Paschim Bardhaman, WB.

**AND WHEREAS** the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of G + 6 residential building on the said land and to make agreement to self and/or to sell to intending buyers only for the Developer's allocation of the new building as may be deemed first and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below :-

**AND WHEREAS** the Land Owners and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on. Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below :-

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY THE PARTIES AS FOLLOWS :-**

**BUILDING** shall means maximum limit of floors consisting of as many as flats shops, garages etc to be constructed according to the plan including any modification and /or

addition sanctioned by the MALANDIGHI GRAM PANCHAYAT duly approved by the form time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule written hereunder, and the said building hereinafter referred to as the SAID "BUILDING|

**NOW THIS DEED WITNESSTH** that in consideration of **Rs. (Rupees**  
**) only** paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No-\_\_\_\_\_ , on the (\_\_\_\_) \_\_\_\_\_ Floor** having **Carpet Area of ( \_\_\_\_\_ ) Square Feet with / without a medium size Car Parking space** at **"WELKIN RESIDENCY"** at RD-86, Shyampur Village, PO : Nadiha, **Durgapur - 713201** particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof **TO HAVE AND TO HOLD** the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale they said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., DURGAPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

#### **FIRST SCHEDULE**

##### **(Said Land)**

All that piece and parcel of Bastu Land measuring **446.13 SQM or 4800.35 SQFT or 6.68 KATHA** under Mouza : Nadiha, JL No. 092, RS Plot No. 702, LR Plot Nos. 3149, 3151 L.R. Khatian Nos. : 1284, 2154, Ward No. 43, Holding No.

49/1/S/A, Borough No. 4, under Durgapur Municipal Corporation, PS  
Durgapur, Sub Division : Durgapur, Dist : Paschim Bardhaman, West Bengal,  
India.

**BUTTED AND BOUNDED BY:**

**ON THE NORTH** : Plot No. RS 702  
**ON THE SOUTH** : 75 Feet Wide PWD Road  
**ON THE EAST** : Plot No. RS 702  
**ON THE WEST** : Plot No. RS 702

**SECOND SCHEDULE**

**PART-I**

**(Said Flat)**

All that the unit being **Apartment No.** on \_\_\_\_ Floor, measuring (\_\_\_\_) Square Feet, be the same a little more or less of Built up area, Tiles flooring in "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201 at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part-I & Part - II of the schedule - Three hereunder).

**PART-II**

**(Parking Space)**

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

**THIRD SCHEDULE**

**PART-I**

**(Share in Specific Common Portion)**

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.
2. Corridors of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201 (Save inside any unit).
3. Drains & Sweeps of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201 (Save inside any unit).
4. Exterior walls of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.

5. Electrical wiring and Fittings of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201 (Save inside any unit).
6. Overhead Water Tanks of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.
7. Water Pipes of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.
8. Lift Well, Stair head Room, Lift Machineries of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.
9. Pump and Motor of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.

#### **PART-II**

#### **(Share in General Common Portion)**

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.
2. Drains & Sewages of "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201. (Save inside the Block).

#### **FOURTH SCHEDULE**

#### **'RIGHTS OF THE PURCHASER'**

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.



- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely "Staircase of "WELKIN RESIDENCY" at RD-86, Shyampur Village, PO : Nadiha, Durgapur - 713201.

**FIFTH SCHEDULE**  
**'PURCHASER'S/S' COVENANTS'**

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
- a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
  - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
  - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
  - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
  - e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
  - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
  - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
  - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
  - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;

- j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
  - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
  - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
  - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
  - b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
  - c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
  - d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
  - e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
  - f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;

- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

**MEMO OF CONSIDERATION**

Received on or before executing this agreement Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these wile treated as part of this deed.

DUTTA AND COMPANY

*Chitra Dutta*  
Proprietor

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

DUTTA AND COMPANY  
PROPRIETOR CHITTA DUTTA as a  
constituted Attorney of Mrs. HASI  
TRIBEDI, Mr. ASIT KUMAR  
TRIBEDI

WITNESSES:

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SIGNED AND DELIVERED  
By the OWNER (S)

---

SIGNED AND DELIVERED  
By the Developer (S)

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SIGNED AND DELIVERED  
By the PURCHASER (S)

Drafted by me and Typed at my office &  
I read over & Explained in Mother Languages to all  
Parties to this deed and all of them admit that the  
Same has been correctly written as per their instruction

DUTTA AND COMPANY  
  
Proprietor