

DEED OF CONVEYANCE

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

3.1 **(1) Mr. TAPAN KUMAR KUNDU [PAN-ANVPK2165Q] [AADHAAR : 3585 0880 2495]**, Nationality : Indian, by Occupation : Retired, resident at Station Road, PO & PS : Andal, Dist : Paschim Bardhaman, Pin : 713321; (Land Owner) duly represented by his Constituted Attorney Partners of **(1) Mr. RASH BEHARI BANERJEE (PAN-AGVPB0065B) (AADHAAR : 764998299452)** s/o Subodh Kumar Dutta by faith : Hindu, by Nationality : Indian, by occupation : Business, resident of Nandi Namo Para, Nandi, Jamuria, Dist : Paschim Bardhaman, WB, Pin : 713344 **(2) Mr RANAJIT MONDAL [Pan : ASGPM2072G] [AADHAAR : 988989220393]** s/o Late Narayan Chandra Mondal, by faith : Hindu, by Nationality : Indian, by occupation : Business, resident of 16/18, Tansen Road, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, WB **(3) Mr PRASANTA BANERJEE [Pan : APCPB5313G] [AADHAAR : 296726360980]** son of Tapan Kumar Banerjee by faith : Hindu, by Nationality : Indian, by occupation : Business, Resident of 18/14, Bharati Road, B-Zone, Durgapur, Dist : Paschim Bardhaman, WB, Pin : 713205 all of hereby nominate, constitute and appoint the stated partners of **"AARYA DEVELOPERS"**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at C13/New, Sramik Mangal Housing Co-Operative Society Ltd, Durgapur -713212, District-Paschim Bardhaman, West Bengal India by virtue Regd. Development Power of Attorney being No. 020406423 for the year 2019, Volume No. 0204-2019, Page from 146919-146936 of A.D.S.R. Office, Raniganj 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**

3.7 (1) ..... [PAN- .....] (Aadhaar No. ....), ..... of ..... by occupation ....., By Nationality Indian, by faith ....., residing at .....Hereinafter called and referred to as the **"PURCHASER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heir, administrators, executors, representatives and assigns of the **SECOND PART**.

**AND**

3.8 **"AARYA DEVELOPERS"**, a partnership firm having its registered office at 13/New, Sramik Mangal Housing Co-Operative Society Ltd, PS : New Township, Durgapur - 713212, District-Paschim Bardhaman, West Bengal India, represented by its Partner **Mr. RASH BEHARI BANERJEE (PAN- AGVPB0065B) (AADHAAR : 764998299452)** s/o Subodh Kumar Dutta by faith : Hindu, by Nationality : Indian, by occupation : Business, resident of Nandi Namo Para, Nandi, Jamuria, Dist : Paschim Bardhaman, WB, Pin : 713344, 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

**AARYA DEVELOPERS**  
*Rash Behari Banerjee*

4.1.1 Transfer of the Said Flat & Appurtenances:

**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 "**SRINIKA APARTMENT**" at Mouza- Andal, Police Station Andal, Andal More, G.T. Road, Pin 713321, 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.

THAT piece and parcel of land containing by measurement in an area of **310.96 SQMT**, Mouza : Andal, JL No. 52, LR Plot Nos. 3060(P) & 3061(P), L.R. Khatian No. : 2654 under **OFFICE OF THE ANDAL PANCHAYAT SAMITY**, PS : Andal, Dist : Paschim Bardhaman, West Bengal, India. The property more fully mentioned, which is developed by **SRINIKA APARTMENT**, by the way of registered deed Development Agreement dated 7<sup>th</sup> November 2019 registered as document no. 020405222 for the year 2019, Volume No. 0204-2019, Page from 122703-122728 of A.D.S.R. Office, Raniganj, Record as owners and also converted the character of land from Baid to Commercial Bastu vide Conversation Case No. 113/2014 Dt. 11-12-2014

5.2. **Mutation :** in favour of **TAPAN KUNDU** mutated his name before the BL & LRO record of the L.R Settlement in No. L.R. Khatian No. 2654, L.R. Plot Nos. 3060(P) & 3061(P) in respect of the Said Land.

5.3 **Registered Development Agreement:** The said **RASH BEHARI BANERJEE** with the desire to develop the Said Land, executed a Registered Development Agreement on dated 7<sup>th</sup> November 2019 registered as document no. 020405222 for the year 2019, Volume No. 0204-2019, Page from 122703-122728 of A.D.S.R. Office, Raniganj with the present Developer **AARYA DEVELOPERS** for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Development Agreement.

**AARYA DEVELOPERS**

**5.4 Registered Power of Attorney:** The said Land Owner executed a registered Deed of Development Power of Attorney being No. 020406423 for the year 2019, Volume No. 0204-2019, Page from 146919-146936 of A.D.S.R. Office, Raniganj.

**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 **under ANDAL PANCHAYA SAMITY, Andal More, Andal, Paschim Bardhaman as per Memo No. 702/Bldg. Plan/APS Date : 18/07/2022;** 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> July 2022, which includes all sanctioned /permissible modifications made thereto, if any from time to time.

**6. Construction of Building :** Complex namely **"AARYA DEVELOPERS"** :On the basis of afore-noted sanctioned building plan, the said Developer herein constructed a multi-storied building complex namely **"SRINIKA APARTMENT"** 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 **AARYA DEVELOPERS** 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 **"SRINIKA APARTMENT"** at Andal More, G.T. Road, PO & PS Andal, Pin 713321, Mouza : Andal, JL No. 52, 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**

**AARYA DEVELOPERS**

*Rash Bishani Barman*

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	SRINIKA APARTMENT
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 chasers 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, chummery, 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.

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- (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

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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 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 statue 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, proceeding, 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**

- a. 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 entitled 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.

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- 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 discloser 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.

**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 – I & II of the Second Schedule herein above written, from the above named

Date	Cheque/Cash	Bank	Branch	Amount Rs)
TOTAL				

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of Amalgamated Plot of Land)

ALL THAT piece and parcel of land containing by measurement in an area of **310.96 SQMT**,  
Mouza : Andal, JL No. 52, LR Plot Nos. 3060(P) & 3061(P), L.R. Khatian No. : 2654 under **OFFICE OF THE ANDAL PANCHAYAT SAMITY**, PS : Andal, Dist : Paschim Bardhaman, West Bengal, India more or less. The property is being butted and bounded as follows :-

**BUTTED AND BOUNDED BY:**

- ON THE NORTH** : Plot No. 3060, 3061
- ON THE SOUTH** : 22" Wide Metal Road
- ON THE EAST** : 22" Wide Metal Road
- ON THE WEST** : Plot No. 3061

**Part II (Description of share of Land)**

ALL THAT piece and parcel of proportionate impartible share of land more fully and specifically described in the FIRST SCHEDULE hereinbefore.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Part I**

(Description of the Said Flat)

ALL THAT the Residential Flat No "....." type ..... BHK admeasuring ..... Sq. Ft. including 25% Super-Built-Up Area having its Carpet Area (CA) ..... Sq. Ft. with EBVT .....

Sq. Ft. totaling Net Area (CA+EBVT) of vitrified Tiles ..... Sq. Ft., Proportionate common Area ..... sqft (including external wall) on the Second Floor of Block ..... (.....) with proportionate share of land allotted to the said flat without roof right, of the Building named "BLOCK -.....", in the Project named "SRINIKA APARTMENT" to be constructed at the said Flat Border RED in the MAP or PLAN annexed as herewith which is a part of this Deed.

**PART-II**  
**"SAID PARKING SPACE"**

ALL THAT the right to park Four Wheeler Parking No..... (.....) measuring an area of **135 sq. ft. (including super-built-up area)** in the Project named "SRINIKA APARTMENT" constructed at the said Property.

**Part -III**  
**(Description of share of common areas & common amenities)**

ALL THAT piece and parcel of proportionate impartible share of common areas and common amenities more fully and specifically described in the THIRD SCHEDULE hereinafter.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Portions)**  
**COMMON PORTIONS**

**(Total Property as mentioned in Schedule- A)**

- a) Lobbies, passages, staircases, landings, corridors of the said Building.
- b) Driveways and internal paths and passages in the said Property.
- c) Lift, Lift pits, chute and lift machine rooms other equipments.
- d) Common drains, sewers, pipes and plumbing equipments.
- e) Water supply from Ground Water
- f) Common underground water reservoir.
- g) Overhead water tank in the said Building.
- h) Wires, switches, plugs and accessories for lighting of common areas.
- i) Master/Disc Antenna for satellite television, cable T.V. together with its accessories (if any)
- j) Water Pump and motor and water pump room.
- k) Septic Tank
- l) Common toilets (if any)
- m) Room for Security Guard (if any).
- n) Common electrical wiring, meters, fittings and fixtures for lighting of common areas.
- o) Boundary walls and Main Gate
- p) HT/LT room/space
- q) Electricity meter room/space
- r) Generator room/ space (if any)
- s) Fire fighting equipments in the Buildings (if any)

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Common Expenses/Maintenance Charges/Sinking Fund)**

- 1. Common Utilities: All charges and deposits for supply, operation and maintenance of common utilities.
- 2. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment of the said building complex
- 3. Fire Fighting: Cost of operating and maintaining the fire fighting equipments and personnel, if any
- 4. Association: Establishment and all other capital and operational expenses of the Association
- 5. Litigation: All Litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

6. Maintenance: All costs for maintaining , operating, repairing job of the common portions , garden area [including the exterior or interior (but not inside any unit) walls of the said building complex]
7. Operational : All expenses for running and operating machinery, equipments and installations comprised in the common portions including their license fees ,taxes and other levels (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
8. Rates and Taxes: Municipal Tax surcharge Water tax and other levies in respect of the said building complex save those separately assessed on the buyer.
9. Staff: The salaries of and all other expenses on the staff to be employed for the common purpose namely, manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians etc including their perquisites, bonus and other emoluments and benefits.
10. Utilization of Sinking Fund: Funds for replacement, renovation and/or other periodic expenses & keeping the adjoining side spaces in good and repaired conditions.

IN WITNESS WHEREOF The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written

SIGNED, SEALED AND DELIVERED  
by the parties at Durgapur in the presence of:

**AARYA DEVELOPERS**  
*Rash Behami Banerjee*  
Partner  
Signature of the Landowner represented by Constituted Attorneys namely, **AARYA DEVELOPERS**

**AARYA DEVELOPERS**  
*Rash Behami Banerjee*  
Partner  
Signature of the Vendor/Developer

**Drafted & Prepared by Me:**

\_\_\_\_\_  
Signature of the Purchasers