

**DEED OF CONVEYANCE**

- 1. Date
- 2. Place- Durgapur
- 3. Parties-
- 3.1

**[1] Mr. SUNIL KUMAR BISWAS [Pan no-AGAPB3934G]** Son of Late Suresh Biswas by Nationality: Indian, by faith: Hindu, by occupation: business, residing at 18/31 Bharati Road, B-Zone, Durgapur-05, District –Paschim Bardhaman, West Bengal.

**[2] Mrs. SHOVA ROY [Pan no-DOYPR9509N]** daughter of Late Suresh Biswas wife of Sri Sachindranath Roy by Nationality: Indian, by faith: Hindu, by occupation: housewife residing at 4A/6, Tetikhola P.S-Newtownship, P.O-Arrah, Durgapur-12, District –Paschim Bardhaman, West Bengal.

**[3] Mr. SANKAR ROY [Pan no-APWPR8115C ]** son of Sachindranath Roy by Nationality: Indian, by faith: Hindu, by occupation: Business residing at 4A/6, Tetikhola P.S-Newtownship, P.O-Arrah, Durgapur-12, District –Paschim Bardhaman, West Bengal.

Hereinafter called and referred to as the **“OWNER”** (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**

- 3.2 ..... (PAN: .....) son of ....., by faith - ....., by occupation - ....., by nationality - ....., residing at ....., P.S- ....., P.O- ....., ....., ....., .....

Hereinafter called and referred to as the **"PURCHASERS"** (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**

**3.3 BINAYAK DEVELOPERS** (REG NO. F-003085/2019) (PAN No: **ABEFA0645G**), The Registrar of Firms has been registered to the Indian Partnership Act, 1932 (Act IX of 1932 and having its registered office at 2/10 Vivekananda Park, Tetikhola, Arrah, Durgapur - 713212, Paschim Bardhaman, WB represented by its Partner **BALAI THAKURA**, (PAN No. AELPT9918H) Son of Haradhan Thakura, by faith Hindu, Nationality Indian, by Profession, Business, resident of 2/10 Vivekananda Park, Tetikhola, Arrah, Durgapur - 713212, Paschim Bardhaman, West Bengal, authorized vide hereinafter referred to as the "Promoter", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

Hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which expression shall unless repugnant to the context be 3 deemed to mean and include their, administrators, executors, representatives and assigns) of the **THIRD PART**.

Land owners/Vendors/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 FOLLOWS:-**

#### **4 Subject Matter of Agreement**

##### **4.1 Transfer of the Said Flat & Appurtenances:**

**4.1.1 Said Flat::** piece and parcels of one independent residential flat being **Flat** "....." in the ..... **floor**, measuring ..... (.....) (Said Flat) be the same a

little more or less of **Super Build Area** in the **Block .....**, lying and situated in the building complex namely "**MAMATA MAYEE APARTMENT**" at Mouza-Tetikhola, Police Station : New Township, Durgapur 700212, 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 (**Said Property**).

4.1.2 **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.

4.1.3 **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** 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.

The Said Flat, the Land Share, and the Share In Common Portions collectively described in **Part-II** of the **Second Schedule** below (collectively **Said Flat and Appurtenances**).

## 5 **Background**

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

**[1] Mr. SUNIL KUMAR BISWAS [Pan no-AGAPB3934G]** Son of Late Suresh Biswas by Nationality: Indian, by faith: Hindu, by occupation: business, residing at 18/31 Bharati Road, B-Zone, Durgapur-05, District –Paschim Bardhaman, West Bengal.

**[2] Mrs. SHOVA ROY [Pan no-DOYPR9509N]** daughter of Late Suresh Biswas wife of Sri Sachindranath Roy by Nationality: Indian, by faith: Hindu, by occupation: housewife residing at 4A/6, Tetikhola P.S-Newtownship, P.O-Arrah, Durgapur-12, District –Paschim Bardhaman, West Bengal.

**[3] Mr. SANKAR ROY [Pan no-APWPR8115C ]** son of Sachindranath Roy by Nationality: Indian, by faith: Hindu, by occupation: Business residing at 4A/6, Tetikhola P.S-Newtownship, P.O-Arrah, Durgapur-12, District –Paschim Bardhaman, West Bengal.

Hereinafter collectively referred to as the “**Land Owners**”(which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective heirs, executors, legal representatives, successors, successors-in-office/business and permitted assigns, as the case may be) of the FIRST PART;

ALL THAT piece and parcels of BASTU land measuring an area of **12.38 (Twelve point Thirty Eight) decimal or 07.50 Cottah** more or less comprising within appertaining to R.S. Plot No. 47(P), LR Plot No. 353 & 388, L.R. Khatian No. 353 & 1990 of Mouza : Tetikhoal, J.L. No. 96, New J.L. No. 111, PS : New Township, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal under jurisdiction of JEMUA GRAM PANCHAYAT.

**5.1.1 Mutation in favour of** Present Land Owners name have been recorded in L.R. Record as owners and also converted the character of land from Danga to Bastu vide Conversion Case No. CN/2019/2302 and conversion certificate issued bearing no. 4296/LR/1A-05/07 GE(M) dated 17/09/2009 under B.L. & L.R.O. Faridpur Durgapur

**5.1.2 Registered Development Agreement: BINAYAK DEVELOPERS** (REG NO. F-003085/2019) (PAN No: **ABEFA0645G**), Having its registered Office at /10 Vivekananda Park, Tetikhola, Arrah, Durgapur – 713212, Paschim Bardhaman, WB and represented by one of its **Partner BALAI THAKURA**, (PAN No. AELPT9918H) Son of Haradhan Thakura, by Faith–Hindu, by occupation–Business, by nationality: Indian, residing at 2/10 Vivekananda Park, Tetikhola, Arrah, Durgapur – 713212, Paschim Bardhaman, West Bengal within the limit of Jemua Panchayat which is developed by Developer **BINAYAK DEVELOPERS** by way of registered deed of Development Agreement vide Deed No. 020605920 for the year 2018, Page No. 107591 to 107618, Volume No. 0206-2018 and Deed No.

020606459 for the year of 2018, Page No. 119590 to 119614 Bolume Number 0206-2018 duly registered at office of the A.D.S.R. Durgapur, Dt.- Paschim Bardhaman

**5.1.3 Registered Power of Attorney:** The said Land Owner executed a registered Deed of Power of Attorney which was registered, in the office of Additional District Sub Registrar at Durgapur, and recorded in Book No. I, Volume No. 0206-2018, Pages from 119941 to 119958 being Deed No. 020606475 for the year 2018 and Book No. I, Volume Number 0206-2018, Page from 129497 to 129516 being Deed No. 020606929 for the year 2018.

**5.2 Sanction of Plan:** With the intention developing the Said Property by constructing Building Complex thereon and selling spaces therein (units) the developer/owner sanction in terms of Memo bearing Approval No. 04/19-20 Dated 16<sup>th</sup> August 2019 has been issued by the JEMUA GRAM PANCHAYAT, which includes all sanctioned /permissible modifications made thereto, if any from time to time.

**5.3 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 **16/08/2019**, which includes all sanctioned /permissible modifications made thereto, if any from time to time.

**6. Construction of Building Complex namely "BINAYAK DEVELOPERS":** On the basis of afore-noted sanctioned building plan, the said Developer herein constructed a multi-storied building complex namely "**MAMATA MAYEE 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 two units and 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.

- 6.3 Super Built Up Area:** Here Super Built Up area means the total covered area plus proportionate share of service area.
- 6.4 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.
- 6.5 Agreement for Sale by the Developer:** After the abovementioned application and allotment, the Developer herein executed an Agreement for Sale in favour of the Purchaser herein in respect of the said flat.
- 6.6 Deed of transfer of Title:** Pursuant to the aforesaid application made by the Vendors and the allotment made by the **BINAYAK 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 “**MAMATA MAYEE APARTMENT**” at Mouza- Tetikhola, Police Station : New Township, Durgapur - 713212, more fully and particularly described in the **PART- I** of the **SECOND SCHEDULE** hereunder written falling under the Owner’s allocation, situated on the land more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

## **7 Conditions Precedent**

- 7.1 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
- 7.1.1 Financial and other Capacity of Purchaser :** The undertaking of the Purchaser herein to the Vendors that the Purchaser herein have the financial and other resources to meet and comply with all financial and other obligations under this Deed of Conveyance punctually.
- 7.1.2 Satisfaction of the Purchaser:** The undertaking of the Purchaser herein to the Vendors that the Purchaser 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 Purchaser herein to enter into this Deed of

Conveyance and the extent of the rights being granted in favor of the Purchaser herein, and shall not raise any objection with regard thereto.

**7.1.3 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.

**7.1.4 Rights Confined to 'Said Property' and Appurtenances:** The undertaking of the Purchaser to the Vendors that the right, title and interest of the Purchaser 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 Purchaser under no circumstance shall be entitled to raise any objection.

**7.1.5 Covenants:** The mutual Agreement for Sale and acceptance by and between the parties that(1) the covenants of the Purchaser (Purchaser Covenant) and the of the Purchaser (Purchaser covenants)as mentioned below shall perpetually run with the land ,(2) the Purchaser 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 Purchaser and Vendors respectively

**7.1.6 Common Portions Subject to Change:** This Agreement for Sale and 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 Purchaser 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 Purchaser shall not have any claims, financial or otherwise against the Developer for such change.

## **8 Net Price, Payment and Extras**

8.1 Total consideration for sale of Said Flat is **Rs**...../- (.....) only,(excluding Service Tax, GST, EDC, 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 mentioned in clause 9.4 below.

**9. Construction, Completion, of Sale and Facility Manager:**

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

**9.2 Purchaser's consent and acceptance of variations etc:** The Purchaser's 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.

**9.3 No Hindrance:** The Purchaser 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.

**9.4 Basic Duty of Transferees:** The Purchaser shall make all payments and perform all obligations as stipulated in this Agreement for Sale. The Purchaser shall not in any way commit breach of the terms and conditions herein contained.

**9.5.1 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 Purchaser 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)

**9.5.2 Complete Satisfaction on Possession:** On the date of possession i.e. at or before the execution of these presents, the Purchaser 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 Purchaser shall, accepts the measurement of the Architect as final and binding.



- 9.5.3 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 Purchaser.
- 9.6 Vendors' Obligations:** Subject to stipulate in this Deed of Conveyance, the Vendors hereby agrees.
- 9.6.1 Construction of the Said Flat & Covered Garage:** To Construct, finish and make the Said Flat and transfer the same to the Purchaser.
- 9.6.2 Construction According to Specification:** To construct, finish and make the Said Flat in accordance with the Plans and Specifications, reasonable variations expected.
- 9.6.3 Arrangement for Utilities for Construction Work:** To Make own arrangement for water and electricity required for construction.
- 9.7 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 Purchaser provided the Purchaser tenders all amounts required for the same as mentioned hereinabove.
- 9.8 Facility Manager:** The Purchaser 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 Fats received by Flat owners up to the common Expenses/Maintenance Charges as above ,(3)the Purchaser shall be bound to pay the common expenses/maintenances charges to the Facility Manager, (4) the facility Manager will not be require to render any accounts to the purchaser and it shall be deemed that the Facility manager is rendering specific services to the Purchaser for commercial considerations and (5) 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 (6) the Facility Manager may 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 one year's maintenance will be payable by the Purchaser to the Developer directly as aforesaid.

**10. Purchaser's Covenant & Vendors' Covenant:**

**10.1 Transferee's Covenant:** The Purchaser covenants with the Vendors and admits and accepts that

**10.1.1 Purchaser Aware of and Satisfied with Said Building Complex and Construction:** The Purchaser upon satisfaction with complete knowledge of the Common Portions, Specification and all other ancillary matters, is entering into this Deed of Conveyance.

The Purchaser have examined and is acquainted with the Said Building Complex to the extent already constructed and to be further constructed and has agreed that the Purchaser shall neither have nor shall claim any right over any Portion of the Said building complex and the said property save and except the Said Flat and Appurtenances.

**10.1.2 Purchaser to Mutate and Pay Rates & taxes and Common Expenses/Maintenance Charges:** The Purchaser shall (1)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 Purchaser )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 (2)have mutation completed at the earliest .The Purchaser furthest admits and accepts that (1)the Purchaser shall not claim any deduction or abatement in the bills of Facility manager and (2)the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Facility Manager and (3) Units remaining unsold shall not be liable for payment of Common Expenses/Maintenances charges until such time such units are sold and transferred.

**10.1.3 No obstructions by the Purchaser 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 Purchaser shall not obstruct or object to the same The Purchaser 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 Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

10.1.4 Variable Nature of land Share in Common Portions: (1)The Purchaser 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 Purchaser 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 Purchaser)then the Land Share and the Share in Common Portions shall vary accordingly and proportionately (3) The Purchaser 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 Purchaser on ground of or by reason of any variation the land share and the share in the common portion and (5) The Purchaser fully Comprehends and accepts that the land share and the share in the common portion is not divisible and partible. The Purchaser shall accept (without demur) the proportionate with regards of various matters as be determined at the absolute discretion of the Developer.

10.1.5 **Cost of Formation of Association:** The Purchaser shall share the actual cost of formation of Association proportionately.

10.1.6 **Obligations of the Transferees:** On and from the date of possession the Purchaser 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 Purchaser. The main Electric meter shall be installed only at the common meter space in the Said Building Complex .The Purchaser 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 Purchaser use or allow to be used the Said flat for commercial industrial or other non residential purposes. The Purchaser shall also not use the 12 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 Purchaser 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 Purchaser 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.

**10.1.7 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 Purchaser 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 Purchaser 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.

**10.1.8 No Right in other Areas:** The Purchaser shall not any right in the other portions of the Said property and the Purchaser shall not raise any dispute or make any claim with regard to 14 the Developer either constructing or not constructing on the Said other portions

**10.2 Vendors Covenants:** The Vendors covenant with the Purchaser and admits and accepts that:

**10.2.1 Completion of transfer:** Subject to the Purchaser 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.

**10.2.2 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 Purchaser in respect of the Said Flat and appurtenance, subject to the Purchaser fulfilling all terms, conditions and obligations of this Deed of Conveyance.

**10.2.3 Documentation for Loan:** The Vendors shall provide to the Purchaser all available documents for the Purchaser availing loan from Banks Financial Institutions to finance the Purchase of the Said Flat and appurtenances.

## **11. Termination and its Effect:**

11.1 Not Applicable for this in the case of share transfer.

## **12. Taxes**

**12.1 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 Purchaser 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 Purchaser at or before the Date of Possession.

## **13. Defects**

**13.1 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 15 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 Purchaser to refuse to take possession of the Said Flat.

## **14. Association and Rules**

**14.1 Transfer of Deposits:** The maintenance deposit mentioned in this Deed of Conveyance is to be paid by the Purchaser 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.

**14.2 Rules of Use:** The Said Flat Appurtenance shall be held by the Purchaser subject to such rules and regulations as may be made applicable by the Association from time to time.

**14.3 Covenants Regarding Use:** The Purchaser agrees that the Purchaser shall use the Said Flat and Appurtenances subject to the following restrictions.

**14.3.1 No Misuse of Water:** The Purchaser shall not misuse or permit to be misused the water supply to the Said Flat.

**14.3.2 Damages to Common Portions:** All damages to the Common Portions caused by the Purchaser and/or family members, invitees or servants of the Purchaser shall compensated for by the Purchaser.

**14.3.3 No Unlawful Act:** The Purchaser 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

**14.3.4 Notification Regarding Letting:** If the Purchaser let out or sells the Said Flat and Appurtenances or portion thereof the Purchaser shall immediately notify the Facility Manager/Association of the tenant's /transferee's address and Telephone number and the identity.

**15. Force Majeure:**

**15.1 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)

## **16. Miscellaneous**

**16.1 Indian Law:** This Deed of Conveyance shall be subject to Indian Law.

**16.2 One Transaction:** This Deed of Conveyance relates to the transaction recorded and contemplated herein and no other Transaction.

**16.3 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

**16.4 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.

## **17. Notice**

**17.1 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.

## **18. Alternative Dispute Resolution:**

**18.1 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.

**18.1.1 Constitution of Arbitral Tribunal:** The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate to be nominated by the Vendors.

**18.1.2 Place:** The place of arbitration shall be Durgapur only

**18.1.3 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.

## **19. Jurisdiction**

**19.1 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.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of Amalgamated Plot of Land)**

ALL THAT piece and parcels of BASTU land measuring an area of **12.38 (Twelve point Thirty Eight) decimal or 07.50 Cottah** more or less comprising within appertaining to R.S. Plot No. 47(P), LR Plot No. 353 & 388, L.R. Khatian No. 353 & 1990 of Mouza : Tetikhoal, J.L. No. 96, New J.L. No. 111, PS : New Township, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Jemua Gram Panchayet, which is developed by **BINAYAK DEVELOPERS** 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 Memo bearing Approved Plan No. 04/19-20 Dated 16<sup>th</sup> August 2019 has been issued by the JEMUA GRAM PANCHAYAT.

**BUTTED AND BOUNDED BY:**

<b>ON THE NORTH</b>	<b>: 22'-00" Wide Road</b>
<b>ON THE SOUTH</b>	<b>: 14'-00" Wide Road</b>
<b>ON THE EAST</b>	<b>: R.S. Plot No. 47(P)</b>
<b>ON THE WEST</b>	<b>: R.S. Plot No. 47(P)</b>

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Part - I**

**(Description of the Said Flat)**

**ALL THAT** piece and parcel of one independent residential flat being **Flat No** “....” on the ..... **Floor**, measuring ..... (.....) **Square Feet** be the same a little more or less of Super Built Up area in the **Block** - ....., lying and situated in the said building complex namely “**MAMATA MAYEE APARTMENT**” at lying and situated at Mouja : **Tetikhola**, J.L No. 111, Police Station :New Township, Durgapur Additional District Sub-Registration Office at Durgapur, , within the local limits in the District Paschim Bardhaman, Durgapur - 713212, constructed upon the land described in the First Schedule hereinabove including proportionate share of undivided impartible land of First Schedule Property including the rights of the use of common area in the building complex and the land as shown in the map or plan kept with the Developer including 25% service area.

**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.

**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)**

**Building Level:** Liability on all floors and Staircase of the Said Building

Lift Machine Room and lift well of the Said Building

Water reserves/tanks of the Said Building

Water Supply, pipeline in the Said Building (save those inside any Unit)

Drainage and sewage pipeline in the Said Building (save those inside any Unit)

Wiring, fittings and accessories for lighting of lobbies, staircase and other common Portions of the Said Building

Space for Electricity meters

Ultimate roof of the Building

**Complex Level**

Water supply arrangement

Water pump/s and motor/s

Central drainage and sewage pipeline and connection with Municipality, if available

Wiring, fittings and accessories for lighting of common portions of the Said Complex

Installation for receiving and distributing electricity from supply agency

Boundary walls and main gates of the Said Complex .Internal Roads and walkways within the Said complex

Generator backup.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses/Maintenance Charges)**

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, replacing, repairing, white washing , painting, decorating ,re-decorating ,re-building , re-constructing ,lighting and renovating the common portions [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 levies (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.

**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:

- 1.
- 2.

\_\_\_\_\_

Signature of the Landowners  
represented by, **BINAYAK  
DEVELOPERS**

\_\_\_\_\_

Signature of the  
Vendor/Developer

\_\_\_\_\_

Signature of the Purchaser

**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** herein above written, from the above named

Date Cheque/Cash Bank Amount (Rs)

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**Total: Rs...../- (Rupees .....) only.**

**WITNESSES**

1

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Developer

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