

DEED OF CONVEYANCE

- 1. Date-**
- 2. Place- Kolkata**
- 3. Parties-**

3.1 **SRI SUBHANKAR DUTTA (PAN AJJPD5695A)** son of Sri Pijush Kanti Dutta, residing at Narendra Pally, P.O. & P.S. - Chakdaha, District – Nadia, West Bengal, Pin – 741 222, by faith – Hindu, Occupation – Business, **(2) SRI SUMAN CHATTERJEE (PAN _____)** son of Late Niranjana Chatterjee, residing at 469/2, R.N.Guha Road, Kolkata – 700 074, P.S. Dum Dum, District of 24-Parganas (North) by faith – Hindu, Occupation – Business. Hereinafter called and referred to as the **“LAND OWNERS/ VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their, 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 **SRI VINAYAK INFRADEV (PAN ADEFS8305H)**, a partnership firm, having its office at 11/71, N.N. Road, P.S. Dum Dum, Kolkata – 700 028, duly represented by its partners namely **(1) SUBHANKAR DUTTA (PAN AJJPD5695A)**, son of Pijush Kanti Dutta, residing at Narendra Pally, P.O. & P.S. - Chakdaha, District – Nadia, West Bengal, Pin – 741 222, **(2) SUMAN CHATTERJEE (PAN _____)**, son of Niranjana Chatterjee, son of Late Niranjana Chatterjee, residing at 469/2, R.N.Guha Road, Kolkata – 700 074, P.S. Dum Dum, District of 24-Parganas (North), **(3) SRI AYAN CHATTERJEE (PAN _____)**, son of Niranjana Chatterjee, son of Late Niranjana Chatterjee, residing at 469/2, R.N.Guha Road, Kolkata – 700 074, P.S. Dum Dum, District of 24-Parganas (North), **(4) SMT. SAMPA DUTTA (PAN _____)**, daughter of Late Sukhendra Chandra Dey, residing at 315, P.K.Guha Road, Dum Dum, Kolkata – 700 028, all are faith – Hindu, by occupation – Business hereinafter called and referred to as the **“VENDOR/ 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 –, lying and situated in the building complex namely “**RIDDHI APARTMENT**” at holding no. 68(New), Baguiati 4th Lane, P.S. Dum Kolkata – 700 028 in Ward No. 26 of the South Dum Dum Municipality, morefully described in the Part – I of the Second Schedule hereunder written, situated on the land morefully described in the First Schedule hereunder written (Said Property).

4.1.3 **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 bears to the total super built-up area of the Said Building Complex.

4.1.4 **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 bear 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.

5.1.1 **Sale By Jahiruddin Mondal:** The Said Jahiruddin Mondal sold, transferred, conveyed the land measuring 1.4930 Satak to one Menoka Bala Dasi comprised in J.L.No. 20, Mouza-Satgachi, Touzi No. 3/162, R.S.Khatian No. 130, Police Station Dum Dum, in the District of 24 Parganas (North) by virtue of Deed of Conveyance registered at the office of the Sub-Registrar Cossipore Copied in Book No. 1, Volume No. 2, Pages from 91 to 95, being No. 35 for the year 1935.

5.1.2. **Sale by Menoka Bala Dasi:** Menoka Bala Dasi sold, transferred, conveyed to one Jagadish Ch. Pal piece or parcel of land measuring of total area 07 Cottah 13 Chittack, 36 Sqare Feet by two Deed of Conveyance. One registered at Sub-Registrar Cossipore, Copied in Book No. 1, Volume No. 111, Pages from 249 to 252, being No. 8016, for the year 1956 of an area of 04 Cottah 03 Chhitack 26 Square Feet Land and another Deed of Conveyance registered at Sub-Registrar Cossipore, Copied in Book No. 1, Volume No. 53, Pages from 1 to 4, being No. 2868, for the year 1959 of an area of 03 Cottah 10 Chhitack 10 Square Feet comprised in J.L.No. 20, Mouza-Satgachi, Touzi No. 3/162, R.S.Khatian No. 130, Police Station Dum Dum, in the District of 24 Parganas (North).

The Said Jagadish Ch. Pal was in exclusive possession of the aforesaid landed property got his name mutated in the South Dum Dum Municipality and paying municipal rates & taxes to the said municipality.

5.1.3 **Sale By Jagadish Ch. Pal:** The Said Jagadish Ch. Pal sold, transferred, conveyed the said landed property in favour of Nanibala Barman measuring about 4 Cottah out of 07 Cottah 13 Chitak 36 Sqare Feet recorded at C.S. Dag No. 2452, C.S.Khatian No. 129, R.S.Khatian No. 130, Mouza Satgachi, J.L.No. 20, Touzi No. 3/162, within the local limits of South Dum Dum Municipality being Ward No. 68 Baguiati 4th Lane, P.S. Dum Dum, District Noth 24, Parganas herein on 22/06/1973 by executing and registering one Deed of Sale registered at the office of Sub-Registrar Cossipore, Copied in Book No. 1, Volume No. 92, Pages from 179 to 183, being No. 4805, for the year 1973 and

said Nanibal Barman was in exclusive possession thereof by exercising all her rights of ownership.

While the said Nanibala Barman was in possession of the said property, she died intestate leaving behind her sons namely (1) Asit Roy Barman, (2) Hiren Roy Barman, (3) Tapan Roy Barman, (4) Anjan Roy Barman, (5) Ranjan Roy Barman and daughters namely (1) Manika Roy Barman, (2) Debika Barman Roy herein as her legal heirs who in accordance with the provision of Sec. 15 of the Hindu Succession Act, stepped into the shoes of Nanibala Barman and thereby became the joint owner of the said landed property each having undivided 1/7th share.

- 5.1.4 Sale By (1) Asit Roy Barman, (2) Hiren Roy Barman, (3) Tapan Roy Barman, (4) Anjan Roy Barman, (5) Ranjan Roy Barman (6) Manika Roy Barman, (7) Debika Barman:** The said Asit Roy Barman, Hiren Roy Barman, Tapan Roy Barman, Anjan Roy Barman, Ranjan Roy Barman (6) Manika Roy Barman, (7) Debika Barman sold, transferred and conveyed the land measuring 4 Cottah more or less in favour of (1) Subhankar Dutta and (2) Suman Chatterjee (the Land Owners herein) which is comprised in R.S/L.R Dag No. 2452 R.S Khatian No. 130, R.S.No. 154, Mouza- Satgachi, J.L No. 20, Touzi No. 3/162, within the local limits of South Dum Municipality being Ward No. 26, Holding No. 68(New), Baguiati 4th Lane, Police Station – Dum Dum, District – North 24 Parganas, which was registered in the office of the Addl. District Sub-Registrar Cossipore, Dum Dum, 24 Parganas (North) recorded in the Book No. I, Volume No. 24, copied in the pages from 714 to 733, being No. 09994 for the year 2012.
- 5.1.5 Mutation in favour of Subhankar Dutta and Suman Chatterjee:** after the abovementioned registered land the said Subhankar Dutta and Suman Chatterjee mutated their names before South Dum Dum Municipality in respect of the Said Land.
- 5.1.6 Absolute ownership of the Land Owner:** that by virtue of the registered Deed of Sale the Landowners herein namely 1) Subhankar Dutta 2) Suman Chatterjee become the absolute owner of the entire Said Land and started enjoying the peaceful possession of the entire Said Land.
- 5.1.7 Partnership Firm:** The said Subhankar Dutta and Suman Chatterjee with the desire to develop the Said Land form a Partnership Firm on 23rd day of November, 2016 with two other partners namely Sri Ayan Chatterjee and Smt.

Sampa Dutta in the name of **M/s Sri Vinayak Infradev** for developing the aforesaid plot of land, under some terms and conditions morefully described in the said Partnership Firm.

5.1.8 **Sanction of Plan:** With the intention developing the Said Property by constructing Building Complex thereon and selling spaces therein (units) the developer/land owners sanctioned a **Building Plan No. 851 from South Dum Dum Municipality on 10/12/2018.**

6. **Construction of Building Complex namely “RIDDHI APARMENT”:** On the basis of afore-noted sanctioned building plan, the said Developer herein constructed a multi-storied building complex namely **“RIDDHI 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 cent 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 landing, lobby, corridor, staircase, lift and lift shaft.

6.3 **Super Built Up Area:** Here Super Built Up area means the total covered area plus for 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 Land Owners/ 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 Developer and after the execution of the Agreement for Sale 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 lying and situated in the building complex namely “**RIDDHI APARTMENT**” at holding no. 68(New), Baguiati 4th Lane, P.S. Dum Kolkata – 700 028, 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 favour 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 Covenant 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:

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/ Car Parking:-** 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 favours of the Purchaser provided the Purchaser tenders all amounts required for the same as mentioned hereinabove.

9.8 The Purchaser/s is/are to bear and pay proportionately the following expenses along with the other Owners and Occupiers of the building:-

9.8.1 All costs of maintenance, operating replacing, repairing re-building, whitewashing, paining, decorating, re-decorating, reconstruction and lighting the common portion and common areas of the building including the main entrance, exit, passages, lift, lift-well, landings, lobbies and staircase of the building as well as the outer wall/part of the building.

9.8.2. The salary of all persons employed for the common purpose including caretaker, sweeper, security personnel, plumbers and electricians of the building.

9.8.3. Proportionate share of municipal rates and taxes including Government rents and taxes, other outgoings, levies and impositions from the date of making over possession of the said flat is to be borne by the Purchaser/s till the Flat of the Purchaser is separately assessed.

9.8.4. Insurance premium for insuring the building if any, against earthquake, fire, damage by natural calamities etc.

9.8.5. All charges and deposits for maintaining supply and operation of all common services and utilities to the building.

9.8.6. Costs of formation and operation of the Flat Owners Association.

9.8.7. Costs of running, maintenance, repairs and replacement of pumps, motors and other common installations.

9.8.8. Electricity charges relating to consumption of electrical energy used for operation and all common services.

9.8.9. All litigation costs and expenses incurred for protection, preservation and safe holding of the land, building and all its common portions.

9.8.10 Association of Flat Owners nominated by the Developer at the time of handing over complete project 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 Developer, 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 Developer and (2)the Common Expenses Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer 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 partiable. 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 Developer.

(b) **Observing Rules:** Observe the rules framed from time to time by the Developer/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 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 colour 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 neighbouring 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 Developer/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 Developer/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 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 favour 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 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 Developer/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 due at the above mentioned addresses of the Parties, unless the address is changed.

18. **Satisfactory Physical Possession taken by Purchaser:** The Purchaser hereof having already taken satisfactory physical possession of the concerned flat/ unit so purchased hereunder, have had no complain against Landowner/ Vendor and the Developer hereto both in respect of area measurement of Flat/ Unit and total constructional work thereof and accordingly, hereby discharges the land owners/ vendors and the developer hereof for all future occasion from each and every liability so to arise in relation therewith or in consequence thereof.

19. 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 agree 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 Kolkata 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 District Judge, North 24-parganas District and the High Court at Kolkata 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 or parcel of land measuring an area of 04 (Four) Cottahs comprised in C.S./ R.S. Dag No. 2452, C.S.Khatian No. 130, R.S. Khatian No. 130, R.S.No. 154, Mouza – Satgachi, J.L.No. 20, Touzi No. 3/162, Police Station – Dum Dum, being Ward No. 26, Holding No. 68(New), Baguiati 4th Lane, P.S. Dum Dum in the district of 24-Parganas (North), within the limit of South Dum Dum Municipality, Addl. Dist.- Sub-Registration Office Cossipore, Dum Dum, in the District of 24-Parganas (North) and the said landed property is butted and bounded as under :-

ON THE NORTH BY –: By Land of Menoka Bala Dasi

ON THE SOUTH BY –: By excess land of same Dag in occupation of Jagadish Ch. Pal

ON THE EAST BY –: By 12 Feet wide Road

ON THE WEST BY –: By the land of Radha Rani Saha

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 lying and situated on the _____ Side in the said building complex namely “**RIDDHI APARTMENT**” at 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)

Liability on all floors and Staircase of the Said Building Complex

Lift Machine Room and lift well of the Said Building Complex

Water reserves/tanks of the Said Building Complex

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

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

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

Space for Electricity meters of the Said Building Complex

Ultimate roof of the Building Complex

Water supply arrangement of the Said Building Complex

Water pump/s and motor/s of the Said Building Complex

Drainage and sewage pipeline and connection with Municipality of the Said Building Complex, if available

Installation for receiving and distributing electricity from supply agency of the Said Building Complex

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

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 Kolkata

in the presence of:

1.

2.

Signature of the Landowner

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

Developer

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