

DEED OF CONVEYANCE

(Executed in compliance with the Real Estate (Regulation and Development) Act, 2016 and the West Bengal Apartment Ownership Act, 1972)

THIS DEED OF CONVEYANCE is made and executed on this ___ day of _____, 20.

BETWEEN

UNIVERSAL TRADERS & BUILDERS, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Old Address: T.N. Mukherjee Road, Gadadhar Shopping Complex, Dankuni, Hooghly – 712311 and New Address: Universal Enclave, Block-A, North Subhas Pally, Near Drishtideep Eye Institute, Dankuni, Hooghly – 712311 (PAN: AACFU0279M), represented by its authorized partner Mr. Ashoke Ghosh, hereinafter referred to as the “PROMOTER” (which expression shall, unless repugnant to the context, include its partners, successors-in-interest, legal representatives and permitted assigns);

AND

Mr./Ms. _____, (PAN: _____, Aadhaar: _____), S/o / D/o _____, residing at _____, hereinafter referred to as the “ALLOTTEE” (which expression shall, unless repugnant to the context, include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

WHEREAS:

A. The Promoter is developing a real estate project known as “UNIVERSAL ENCLAVE” situated at Mouza Monoharpur, J.L. No. 98, within Dankuni Municipality, Ward No. 09, P.S. Dankuni, District Hooghly, West Bengal (hereinafter referred to as the “Project”), on the land more fully described in Schedule A hereunder.

B. The Project has been duly sanctioned by the competent authority, namely Dankuni Municipality, vide Building Permit No. SWS-OBPAS/1807/2023/0357 dated 24.01.2024.

C. The Project is registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority (WBREERA) under Registration No. _____.

D. The Allottee had entered into an Agreement for Sale dated _____ with the Promoter for purchase of a residential apartment in the said Project, in accordance with applicable law.

E. The Allottee has paid the entire sale consideration and has complied with all obligations under the said Agreement for Sale.

F. The Promoter has obtained the Occupancy Certificate / Completion Certificate dated _____ from the competent authority.

G. In compliance with Section 17 of the Real Estate (Regulation and Development) Act, 2016, the Promoter is required to execute this Conveyance Deed in favour of the Allottee.

H. The Parties agree that the Project shall be governed by the provisions of the West Bengal Apartment Ownership Act, 1972 and the rules framed thereunder.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Conveyance and Consideration

In consideration of the total sum of Rs. _____ (Rupees _____ only), being the full and final sale consideration for the said Apartment, which has been fully paid by the Allottee to the Promoter prior to execution of this Deed, the receipt and sufficiency whereof the Promoter hereby admits and acknowledges and confirms that nothing further remains payable by the Allottee, the Promoter does hereby grant, convey, transfer and assign unto the Allottee all that self-contained residential Apartment being Flat No. ____, situated on the ____ Floor of Building ____ in the said Project, having a carpet area of ____ square feet, together with an undivided, proportionate and inseparable share in the land and common areas appurtenant thereto, as defined under applicable laws, the said Apartment being more fully described in Schedule B hereunder.

2. Delivery of Possession

The Promoter hereby confirms that vacant, peaceful and physical possession of the said Apartment has been duly handed over to the Allottee upon issuance of the Occupancy Certificate / Completion Certificate by the competent authority, and the Allottee is in lawful possession thereof.

3. Title and Assurance

The Promoter hereby represents, assures and declares that it has a clear, valid and marketable title to the said land and the Project and that the Apartment conveyed herein is free from all encumbrances, charges, liens, claims, acquisitions or third-party interests of any nature whatsoever. The Promoter further assures that this conveyance is executed in full compliance with applicable laws including the provisions of the Real Estate (Regulation and Development) Act, 2016.

4. Undivided Share and Common Areas

The Allottee shall have exclusive ownership of the Apartment along with an undivided, proportionate and inseparable share in the land and common areas and facilities of the Project, and such share shall be appurtenant to the Apartment and incapable of separate transfer. The Allottee shall be entitled to use and enjoy the common areas and facilities jointly with other allottees in accordance with applicable laws, rules and regulations, subject to payment of maintenance charges, but shall not claim any exclusive ownership over any part thereof.

5. Association of Allottees and Transfer of Common Areas

The Promoter shall take all necessary steps to facilitate the formation of an Association of Allottees, Society or Condominium, as the case may be, in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and applicable laws. Upon formation of such Association, the Promoter shall, within the time prescribed under law, execute and register a conveyance deed or other appropriate instrument in favour of such Association, thereby transferring the common areas and facilities together with the proportionate undivided share in the land appurtenant thereto, and shall also hand over all relevant documents, plans, approvals and records relating to the Project.

6. Applicability of West Bengal Apartment Ownership Act, 1972

The Parties hereby agree and confirm that the Project shall be governed by the provisions of the West Bengal Apartment Ownership Act, 1972 and the rules framed thereunder, and that the Apartment conveyed herein shall form part of a property submitted or intended to be submitted under the said Act. The Allottee shall have exclusive ownership of the Apartment together with an undivided interest in the common areas, which shall be inseparable and appurtenant thereto. Upon formation of the Association of Apartment Owners, a Declaration and/or Deed of Apartment may be executed and registered in accordance with the provisions

of the said Act, and the Allottee shall become a member of such Association and shall abide by its bye-laws, rules and regulations.

7. Covenants by Promoter

The Promoter hereby covenants that all necessary approvals, sanctions and permissions for the Project have been duly obtained, that no part of the said Apartment has been previously sold, transferred or encumbered, and that the Promoter shall indemnify and keep indemnified the Allottee against any loss, damage or claim arising out of any defect in title or non-compliance with applicable laws.

8. Outgoings and Liabilities

All taxes, rates, charges and outgoings in respect of the said Apartment up to the date of handing over possession have been duly paid by the Promoter, and all such liabilities accruing thereafter shall be borne and paid by the Allottee.

9. Stamp Duty and Registration

The stamp duty, registration charges and all incidental expenses in respect of execution and registration of this Deed shall be borne and paid by the Allottee.

10. Binding Effect

This Deed shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

SCHEDULE A

(Description of Land)

All that piece and parcel of land measuring about 15 (Fifteen) Decimal more or less, comprised in R.S. Dag No. 1702 corresponding to L.R. Dag No. 2396 and R.S. Dag No. 1760 corresponding to L.R. Dag No. 2397, appertaining to L.R. Khatian No. 10281, situated at Mouza Monoharpur, J.L. No. 98, within Dankuni Municipality, Ward No. 09, P.S. Dankuni, District Hooghly, West Bengal, and bounded as follows:

North: _____

South: _____

East: Durgapur Expressway Road

West: _____

SCHEDULE B

(Description of Apartment)

All that self-contained residential Apartment being Flat No. ___ on the ___ Floor, having a carpet area of ___ square feet (___ square feet super built-up area), consisting of ___ bedrooms, ___ living/dining room, ___ kitchen, ___ toilets and balcony, in the Project "UNIVERSAL ENCLAVE", and bounded as follows:

North: _____

South: _____

East: _____

West: _____

SCHEDULE C

(Common Areas and Facilities)

All common areas and facilities in the Project including staircases, lifts, corridors, passages, common electrical installations, water supply systems, tanks, drainage systems, open spaces and all other infrastructure intended for common use and enjoyment of the allottees.

IN WITNESS WHEREOF

The Parties hereto have set their respective hands and signatures on the day, month and year first above written.

SIGNED AND DELIVERED BY:

PROMOTER

For Universal Traders & Builders

(Authorized Signatory)

ALLOTTEE

WITNESSES:

1.

2.
