

## DEED OF CONVEYANCE

**Sale Value :** Rs .....00 (Rupees .....) only. [Excluding G.S.T.]

**Market Value :** Rs .....00 (Rupees .....) only.

**G.S.T. :** Rs .....00 (Rupees .....) only

THIS DEED OF CONVEYANCE is executed on this THE \_\_\_\_ DAY OF \_\_\_\_ 20\_\_ (Two Thousand and \_\_\_\_\_).

-: BY AND BETWEEN:-

### LAND-OWNER

**1] MR. MAHADEO SHAW** (having Income Tax PAN: AKOPS3477K) Son of Late Hiralal Shaw, by occupation **Business**, by faith Hindu, Indian citizen, resident of Dr. G.C.Ghosh Road, Raniganj, P.O. & P.S. Raniganj, Sub-Division Asansol, District Paschim Bardhaman, PIN No. 713347, within the State of West Bengal, **2] MRS. URMILA DEVI BHALOTIA** (having Income Tax PAN: ADJPB3262D) Wife of Late Shyam Narayan Bhalotia, by faith Hindu, Nationality-Indian, by Occupation House-Wife, of Karnani Estate Suite No. 50, 2nd Floor 209, A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapur, District Kolkata, PIN No. 700017, within the State of West Bengal, **3] MR. AJAY KUMAR BHALOTIA** (having Income Tax PAN: ADEPB6851D) Son of Late Shyam Narayan Bhalotia, by faith Hindu, Nationality-Indian, by Occupation professional, of Karnani Estate Suite No. 50, 2nd Floor, 209, A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapur, District: Kolkata, PIN No. 700017, within the State of West Bengal, **4] MR. SACHIN KUMAR BHALOTIA** (having Income Tax PAN:: AFTPB8896B) Son of Late Shyam Narayan Bhalotia, by faith Hindu, Nationality-Indian, by Occupation Professional, of Karnani Estate Suite No. 50, 2nd Floor, 209, A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapur, District: Kolkata, PIN No. 700017, within the State of West Bengal, all being represented by their **constituted attorney, by virtue of a Registered Development Power of Attorney being no. 230408013 for the year 2022**, before the **A.D.S.R., Raniganj, "M/s DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED"** (CIN U70100WB2008PTC126466), Income Tax PAN: AACCD8997N, Registered under the Companies Act. (1956) 2013, having its registered office at 209, A. J. C. Bose Road, Karnani Estate Suite No. 50, 2nd Floor, P.O. Circus Avenue, P.S. Beniapur, District: Kolkata, PIN No. 700017, within the State of West Bengal, represented by its Director **MR. SACHIN KUMAR BHALOTIA**, Son of Late Shyam Narayan Bhalotia, **Income Tax PAN: AFTPB8896B, Aadhaar No. 2177 9563 9759**, by faith Hindu, Indian citizen, by Occupation Professional, resident of Karnani Estate Suite No. 50, 2nd Floor, 209 A.J.C. Bose Road, P.O. Circus Avenue, P.S. Beniapur, District: Kolkata, PIN No. 700017, within the State of West Bengal, hereinafter collectively referred to as the "**Land Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their successor-in-interest, executors, administrators, and permitted assignees) of the **FIRST PART**;

AND

### DEVELOPER / PROMOTER

**"M/S DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED"** (CIN U70100WB2008PTC126466), Income Tax PAN: AACCD8997N, Registered under the Companies

Act. (1956) 2013, having its registered office at 209, A.J.C. Bose Road, Karnani Estate Suite No. 50, 2nd Floor, P.O. Circus Avenue, P.S. Beniapur, District: Kolkata, PIN No. 700017, within the State of West Bengal, **represented by one of its Director, vide Board Resolution Dated 16<sup>th</sup> December 2022, MR. SACHIN KUMAR BHALOTIA**, Son of Late Shyam Narayan Bhalotia, **Income Tax PAN: AFTP8896B, Aadhaar No. 2177 9563 9759**, by faith Hindu, Indian citizen, by Occupation Professional, resident of Karnani Estate Suite No. 50, 2nd Floor, 209 A.J.C. Bose Road, P.O.- Circus Avenue, PIN No. 700017, P.S. Beniapur, District: Kolkata, within the State of West Bengal, hereinafter referred to as the **“Developer / Promoter”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**;

**AND**

**PURCHASER/(S)**

**(1) Mr / Mrs** ..... Son/Daughter/Wife of .....  
....., **Income Tax PAN:** ....., **Aadhaar No.-** ....., by  
occupation ....., by faith Hindu, an Indian citizen, resident of .....P.O.- ....., P.S.-  
..... PIN - ....., District- ....., in the state of .....,

**(2) Mr / Mrs** ..... Son/Daughter/Wife of ....., **Income Tax  
PAN:** ....., **Aadhaar No.-** ....., by occupation ..... by faith Hindu,  
an Indian citizen, resident of .....P.O.- ....., P.S.-..... PIN - ....., District- ....., in the  
state of ....., hereinafter jointly and severally referred to as the **“Purchaser”** (which expression  
shall unless repugnant to the context or meaning thereof be deemed to mean and include  
his/her/their heirs, executors, administrators, successors-in-interest & permitted assignees) of  
the **THIRD PART**.

The Owner, Developer / Promoter, and the Purchaser/s are hereinafter collectively referred to as **“Parties”** and individually as **“Party”**.

**OWNERSHIP/ TITLE & BACKGROUND**

**WHEREAS:**

- A.** Mahadeo Shaw, Shyam Narayan Bhalotia & Urmila Devi Bhalotia, herein individually purchased 60.17 Decimals/Sataks of land in R.S. Plot No. 38 & 40 Corresponding to L.R. Plot No.48 & 50 of Mouza: Searsole by different registered sale deed being no. 393 Dt. 10-02-1986, 988 Dt. 26-04-1998, 1182 Dt. 06-03-2019, & 1351 Dt. 13-05-2019 all of the Addl. District Sub-Registry Office Raniganj (details of which are mentioned in **Part-I of Schedule-“A”** below) by virtue of the aforesaid 4(Four) Nos. of registered sale deed.
- B.** After purchasing the said land, each Land Owner recorded their name individually against their individual purchased area in the finally published L.R. Record of Rights in their respective L.R. Khatian No. 208, 8431 & 8432 of Mouza: Searsole.
- C.** The Land Owners converted their purchased land from the class of ‘Baid’ to “Vastu” vide their respective conversion case no. CN/2020/2309/120 dated 27-11-2020, of S.D. & L.R.O. Asansol,

CN/2020/2309/121 dated 27-11-2020, of S.D. & L.R.O. Asansol & CN/2020/2309/122 dated 08-07-2020 of the B.L. & L.R.O. Raniganj.

- D.** The Land Owners obtained NOC/Development permission from Asansol Durgapur Development Authority (“ADDA”) for the housing project vide their memo no. ADDA/ASL/3085/V/155/FL/NOC/4564 Dt. 07-01-2020.
- E.** By virtue of a registered “Developer Agreement” being 4726 dated 03-09-2019 (registered at Addl. District Sub-Registry Office Raniganj), the Land Owners jointly appointed/authorized the aforesaid Developer firm “**M/s DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED**” to develop, construct flats on their land mentioned in **Part-I of Schedule -“A”** below and also authorized to negotiate with the intending purchaser of the flat and also to sale the said flat to the intending purchaser and to receive the sale consideration & other costs against the said flat.
- F.** The aforesaid said Shyam Narayan Bhalotia died leaving behind his wife namely Urmila Devi Bhalotia and two sons namely Ajay Kumar Bhalotia & Sachin Kumar Bhalotia, and daughter namely Sweta Agarwal as his only legal heirs as per the Hindu Succession Act and as such the aforesaid Urmila Devi Bhalotia, Ajay Kumar Bhalotia, Sachin Kumar Bhalotia & Sweta Agarwal got 25% share each of the land left behind by the Late Shyam Narayan Bhalotia.
- G.** The aforesaid Urmila Devi Bhalotia and Sweta Agarwal gifted their inherited 50% share of Shyam Narayan Bhalotia to Ajay Kumar Bhalotia & Sachin Kumar Bhalotia by virtue of a registered deed being 4688 for the year 2022 of the A.D.S.R. Office Raniganj.
- H.** In the manners, aforesaid Ajay Kumar Bhalotia and Sachin Kumar Bhalotia acquired the 50% share of the Late Shyam Narayan Bhalotia by way of inheritance and another 50% by dint of the aforesaid gift deed and become the absolute owners of the left behind land of Late Shyam Narayan Bhalotia and they mutated their names in their respective L.R. Khatian no in 9535, & 9536 of Mouza: Searsole.
- I.** The present Land Owners Mahadeo Shaw, Urmila Devi Bhalotia, Ajay Kumar Bhalotia & Sachin Kumar Bhalotia of the schedule mentioned land affirm an affidavit Dt. 23-09-2022 before the magistrate court, which should be treated as supplementary of the Development Agreement No. 4726 dated 03-09-2019.
- J.** The Owners had got a Building Plan sanctioned by the **Asansol Municipal Corporation**, Paschim Bardhaman bearing Memo **No. 2006(3)/BP/AMC/HO dated 20-04-2022** for the construction of a multistoried mixed-use (residential cum commercial) building complex comprising of 3 (Three) Building/s/Tower/s, along with the common areas, parts, and facilities, to be developed on the Project Land in the name and style “Devashilpi Ekam” together with all modifications, and/or alterations thereto from time to time, to be made by the Developer, on the basis of the approval to be granted by the Competent Authority.
- K.** The Project has been registered under RERA-Real Estate (Regulation and Development) Act. 2016 (West Bengal, Act Xli of 2017) vide Registration No. \_\_\_\_\_ dated \_\_\_\_\_.

- L. In pursuance of and in terms of the said building plan, the Developer has started construction of “Devashilpi Ekam” at its own cost and expenses.
- M. Based on its right and entitlement in terms of the said Development Agreement dated 03.09.2019 the Developer has developed the Project Land and also carried out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws.
- N. The Developer has fully constructed and completed the development of the present phase i.e. Building/Tower No. 3 on the Project Land in the name and style of “**Devashilpi Ekam (Phase-1)**” for predominantly **G+5 (Ground+Five) storied** residential buildings comprising of 20 (Twenty) units.
- O. The Buyer(s) directly approached the Developer for buying the Flat as mentioned in the **Part II of Schedule-“A”**.
- P. By a registered Agreement for Sale dated \_\_\_\_\_ being no. \_\_\_\_\_ for the year 20 \_\_\_\_\_ before the Office of \_\_\_\_\_; made between the Owners herein of the First Part, the Developer of the Second Part and Purchasers of the Third Part, the Owners and the Developer agreed to sell and the Purchaser agreed to purchase a Residential Apartment as mentioned fully in the **Part II & Part III of Schedule- “A”** as per the Real Estate (Regulation and Development) Act. 2016 (West Bengal ) be the same little more or less along with the right to use no. of cars in the common area Together with the undivided share or interest in the Common Areas and Facilities at “**Devashilpi Ekam**”.
- Q. The Purchaser/s has inspected, scrutinized, and is satisfied with the Owners right, title, and interest to the project land, the Owner and Developer’s rights and interest in the building named “Devashilpi Ekam” developed on the Project Land, the sanctioned Building Plan and other documents relating to the construction made, and have represented to the Owners and the Developer that, under law, the Purchaser/s is/are eligible to purchase the aforesaid residential Flat/Apartment and there are no restrictions on the Purchaser/s to obtain conveyance under this Deed from the Owners and the Developer and as such the Owners and Developer are executing this Deed of Conveyance in favor of the Purchaser on the terms and conditions mentioned herein.
- R. The Buyer(s) have measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.
- S. At the request of the Owners, the Developer has joined as parties to this Deed of Conveyance to confirm the rights of the Purchaser to use the Common Areas and Facilities along with the said Flat/Apartment.

**NOW THIS DEED WITNESSETH AS FOLLOWS:-**

1. Definitions, Acknowledgement, confirmation, and disclaimer:

## 1.1. Definitions:

- i. **ACT:** shall mean the Real Estate (Regulation and Development) Act, 2016.
- ii. **AGREEMENT FOR SALE:** shall mean the agreement as mentioned and described in “Clause- P” above.
- iii. **APEX BODY:** shall mean a body to be formed under relevant laws by the Developer to take over the overall charge of the said building complex from the Developer and inter-alia for the purpose of managing and controlling the maintenance of the complex or any Association formed under the Relevant Laws.
- iv. **ASSOCIATION:** shall mean a body formed under the West Bengal Flat/Apartment Ownership Act, 1972, or any other laws for the time being in force.
- v. **BUILDING/TOWER:** shall mean “**Building No. / Tower No. 3**” in “Devashilpi Ekam” in which the Flat/Flat/Apartment is situated.
- vi. **CARPET AREA:** means the net usable floor area of the Flat/Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony appurtenant to the said Flat/Flat/Apartment for the exclusive use of the Allottee(s) or verandah area, and exclusive open terrace area appurtenant to the said Flat/Flat/Apartment for the exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat/Flat/Apartment.
- vii. **COMMON AREAS:** shall mean the common areas of the Flat/Apartment(s)/Flat(s), as well as of the Building(s)/Tower(s) which would include but not be limited to meter rooms, main gates, security rooms, electrical rooms, security’s quarter, paths and passages, staircases, lifts and lift lobbies, common passage, driveways, entrance gates, fire escapes, terraces, administrative and caretaker’s room, toilet meant for common area, water connection in the entire Project, including commercial portion (if any) and common equipment in respect of common portions like a lift or lift installations, generator and installations, drains, pipes, installation for water supply, specifically for the purpose of common use by Co-Owners and/or Co-Occupiers, and all other portion of the Project necessary for the purpose of maintenance, safety, etc., more fully and particularly described in **Schedule-“B”** hereunder written.
- viii. **COMPLETION / OCCUPANCY NOTICE:** shall mean the notice provided by the Developer post receipt of the Completion / Occupancy Certificate from the Competent Authority.
- ix. **CO-OWNERS:** according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Flat / Apartment or have agreed to purchase any Flat / Apartment and have taken possession of such Flat / Apartment and for all unsold Block, possession whereof not having been parted with by the Developer, shall mean the Co-Owners.

- x. **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Purchaser/s takes actual physical possession of the Flat / Apartment after fulfilling all his liabilities and obligations as agreed upon in the Agreement or the date next after the expiry of the Completion Notice irrespective of whether Purchaser/s take actual physical possession or not, whichever is earlier.
- xi. **DEVELOPER POWER OF ATTORNEY**: shall mean a Registered Developer Power Of Attorney made by 1) Mr. Mahadeo Shaw Son of Late Hiralal Shaw, 2) Mrs. Urmila Devi Bhalotia Wife of Late Shyam Narayan Bhalotia, 3) Mr. Ajay Kumar Bhalotia Son of Late Shyam Naryan Bhalotia; 4) Mr. Sachin Kumar Bhalotia Son of Late Shyam Narayan Bhalotia in favor of **M/s DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED** (CIN U70100WB2008PTC126466), vide Deed No. I-230408013 for the year 2022 registered at the Office of A.D.S.R. Raniganj.
- xii. **DEVELOPMENT AGREEMENT**: shall mean the Agreement made between the Owners and the Developer regarding development and construction on the said Property by virtue of a **Registered Development Agreement executed on dated 03-09-2019 vide Deed No. I-020404726 for the year 2019 at the Office of A.D.S.R. Raniganj**, and thereafter an affidavit Dt. 23-09-2022 sworn before the Executive Magistrate Court at Asansol, which should be treated as supplementary to the above-mentioned Development Agreement and any further modifications made/to be made from time to time.
- xiii. **EXCLUSIVE AREAS [“EBVT”]**: means exclusive balcony appurtenant to the said Flat/Flat/Apartment for the exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Flat / Apartment for the exclusive use of the Allottee(s) and other areas appurtenant to the said Flat / Apartment for the exclusive use of the Allottee(s).
- xiv. **FLAT / APARTMENT**: shall mean the Flat/Apartment as mentioned fully in **Part II of Schedule-“A”** and pro rata share in the Common Areas, more particularly described in **Schedule-“B”** and the floor plan or the Flat/Apartment plan is annexed hereto and marked as **Annexure-“I”**.
- xv. **PARKING SPACE**: shall mean the right to use the parking space as mentioned in **PART-III of Schedule-“A”** below.
- xvi. **FORCE MAJEURE**: means delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting or any other calamity caused by nature affecting the regular development of the real estate project reasons beyond the control of the Developer in accordance to **Clause 7.1** mentioned in the agreement for sale;

- xvii. PRESENT PHASE:** shall mean the multistoried residential building comprising of 1(one) Building comprising of 20 (Twenty) units named **Tower-3 (Three)**, along with the Common Areas, parts, and facilities, to be developed on the Project Land in the name and style "**Devashilpi Ekam (Phase-1)**".
- xviii. FUTURE PHASES:** shall mean comprising of two buildings, **Tower 1 & Tower 2 (Phase - III & Phase - II respectively)** under the name & style "**Devashilpi Ekam**" to be developed on the said land.
- xix. PLAN/PLANS:** shall mean the Plan sanctioned by the Asansol Municipal Corporation vide Memo no. **2006(3)/BP/AMC/HO dated 20-04-2022** for the construction of new buildings partly for residential and partly for commercial purposes and shall also include, wherever the context permits, such other plans that may be sanctioned including variations/modifications therein, if any, as well as all revisions, renewals, and extensions thereof, if any
- xx. PROJECT LAND:** shall mean the portion of the Land, more particularly described in **Part-I of Schedule-"A"** hereunder written and shown delineated by RED color boundary line on the Plan thereof hereto annexed as **Annexure-II**
- xxi. PROJECT:** The Project shall mean "**Devashilpi Ekam**" situated at Ranisayer More, NH-2 Service Road, near Searsole Auto Service-HP Petrol Station, G T Road, District: Paschim Bardhaman, under Asansol Municipal Corporation in Ward: 33, at various plots of L.R Plots 48 & 50 [R.S. Plots 38 & 48] of Mouza Searsole, J. L. No 17, Ranishyer- 713358 (WB) consisting of three (G+5) multi-storied residential cum commercial buildings /towers namely Tower-1, Tower-2 & Tower-3 along with the Common Areas, parts, all other amenities, and facilities, to be developed on the Project Land.
- xxii. PURCHASER/S:** shall be deemed to mean and include:-
- a) In case the Purchaser/s be an individual or a group of persons, then their respective heirs legal representatives executors, and administrators;
  - b) In case the Purchaser/s is a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors, and administrators;
  - c) In case the Purchaser/s is a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
  - d) In case the Purchaser/s is a company, then its successors or successors-in-interest;
- xxiii. REGULATION** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- xxiv. RULES** means the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- xxv. SECTION** means a section of the Act.

**xxvi. SERVICE INSTALLATIONS:** shall comprise sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment units, sewage treatment plants, street lights poles, garden lights, pumps with related equipment and soak ways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water, etc.,

**xxvii. SPECIFICATION:** shall mean the specification for the said Tower/Building as mentioned in **Schedule - "C"** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect;

**xxviii.** Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

**xxix.** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER and NEUTER GENDER;** similarly, words importing **FEMININE GENDER** shall include **MASCULINE GENDER and NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER and FEMININE GENDER.**

**1.2.** At or before execution of this Deed, Purchaser/s has fully satisfied himself/herself/themselves/itself asto and acknowledges the following:

**a)** The title of the Owners

**b)** Is satisfied with the total carpet area comprised in the said Flat/Apartment.

**c)** Is fully satisfied as to the workmanship and also the materials which have been used in the said Flat/Apartment as well as in the said building where the said Flat/Apartment is situated.

**d)** That the purchaser(s) of Flat / Apartment(s) in the said Building shall also be entitled to use and enjoy the Common Areas and Facilities as described in the **Schedule-"B"** hereunder written in common with the other flat owners/occupiers of the new buildings, in "**Devashilpi Ekam**", as the same is common to all the existing & future Phases; and

**e)** Acknowledges and confirms that the right of the Purchaser/s shall remain restricted to the said Flat/Apartment and Appurtenances and the right to use the common parts and portions of the said residential complex in common with the other owners and/or occupiers of the said residential complex.

**f)** Has agreed not to claim any right over and in respect of the other parts and portions of the said residential complex.

**1.3.** In pursuance of the said Agreement for Sale and in consideration of the sum paid by the Purchaser to the Developer in the manner as mentioned in this deed as **MEMO OF CONSIDERATION** (the receipt whereof Developer hereby admit and acknowledge of and from the payment of the same and every part thereof do hereby acquit release and discharge



the Purchaser and the Said Apartment and Appurtenances mentioned hereinafter), the Owners and the Developer do hereby grant transfer sell convey release and confirm unto and to the use and benefit of the Purchaser all that residential flat / apartment as mentioned in the **Part II of Schedule-“A”** be the same little more or less and delineated in ‘Red Colour’ border in the MAP or PLAN annexed as **Annexure-“I”** hereto **Together** with the right to park a Medium-size Four-wheeler / Two-wheeler at the parking spaces as mentioned in the **Part III of Schedule-“A”** as shown in ‘Red Colour’ border in the MAP or PLAN annexed as **Annexure -“III”** hereto. Together with the undivided proportionate share in the land with the undivided share or interest in the Common Areas and Portions and Amenities & Facilities (as described in the **Schedule-“B”**) in common with the other Apartment owners/occupiers of the said residential apartment, the exclusive right to the said parking spaces, an undivided share in the land comprised in Premises and Common Areas and Facilities common for all the Phases and hereinafter collectively referred to as the “**Said Flat / Apartment and Appurtenances**” together with the fittings and fixtures thereto AND all the estate, right, title, interest, claim, and demand whatsoever of the Owners, and the Developer both at law or in equity into and upon the Said Apartment and Appurtenances or every part thereof **TOGETHER WITH** all rights, liberties and appurtenances and whatsoever to and unto the Purchaser together with the reversion or reversions, remainder or remainders and rent, issues, and profits thereof and together with a covenant for production of title deeds, evidences, deeds, and writings in respect of the Said project Land as well as subject land and **TO HAVE AND TO HOLD** the Said Apartment and Appurtenances and all other benefits and rights hereby sold conveyed transferred or expressed or intended so to be and every part or parts thereof or arising out therefrom free from all encumbrances whatsoever absolutely and forever.

**1.4. AND THE OWNER/S HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- a) THAT notwithstanding any act, deed or matter, or thing whatsoever done by the Owners or executed or knowingly suffered to the contrary the Owners are lawfully, rightfully, and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the **Said Flat/Apartment and Appurtenances** thereto, hereby conveyed, transferred, assigned or intended to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid, the Owners now has good right full power, and absolute authority to grant convey transfer sell, and assign the **Said Flat/Apartment and Appurtenances** thereto hereby sold conveyed transferred, or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) THAT the Said Flat/Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, lis pendens, debuttar or trust made or suffered by the Owners or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owners.

- d) THAT the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the **Said Flat/Apartment and Appurtenances** and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchasers shall be free cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lis pendens debuttar or trust or claims and demands, whatsoever created occasioned or made by the Owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Owners and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat/Apartment and Appurtenances or any part thereof through under or in trust for the Owners shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to make done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Flat/Apartment and Appurtenances and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the OWNER has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Flat/Apartment and Appurtenances thereto hereby granted transferred and conveyed or expressed so to be or any part thereof cannot may be impeached encumbered or affected in the title or otherwise.

**1.5. AND THE PURCHASERS HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:**

- a) THAT the Purchasers and all other persons deriving title under him/her shall and will at all times hereafter shall observe the restrictions/ Rules regarding the user of the said Flat/Apartment and Appurtenances and also the **obligations set forth in the Schedule-“E”** hereunder written.
- b) THAT the Purchasers shall within three months from the date of execution of these presents at his/her/their cost shall apply for obtaining mutation of his/her/their name(s) as the owners and Flat/Apartment and Appurtenances and if, is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and imposition payable in respect of the New Building as may be determined and fixed by the Developer and upon the appointment of the Facility Management Company (**“FMC”**) in such FMC without raising any objection whatsoever.
- c) THAT the Purchasers shall at all times from the date of possession, irrespective of the Purchasers taking possession or not, regularly and punctually make payment of all the municipal rates and taxes and other outgoings, cases including but not limited to, multi-storied building tax, water tax, Urban Land Tax, Goods & Service Tax, land under construction tax, property tax, if any, and other levies impositions and outgoings

(hereinafter referred to as the "**RATES AND TAXES**") which may from time to time be imposed or become payable in respect of the said Flat/Apartment and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchasers, the Purchasers shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as "**Maintenance Charges Estimates**") and such Charges may be revised during the year and upon appointment of the said FMC, to such FMC.

**1.6. THE OWNERS AND/OR THE DEVELOPER COVENANT WITH THE PURCHASER AS FOLLOWS:**

- a) The Owners hold right, title, and interest in respect of the Project Land comprised in the building (as described in **Part - I of the Schedule- "A"** hereunder written) and that their title thereto is good, marketable, and subsisting;
- b) The Owners and the Developer are jointly entitled to transfer the Said Flat/Apartment and Appurtenances to the Purchaser;
- c) That the Said Flat/Apartment is free from attachments, encumbrances, court or acquisition proceedings, or charges of any kind;
- d) The Developer will pay all taxes, rates, and cesses, in respect of the Said land up to the Possession Date;
- e) The Purchasers shall be the sole and absolute owner of the Said Flat/Apartment with the rights of ownership, possession, and enjoyment, and the Purchaser shall from the date of the Possession Date pay the proportionate share of all outgoings and maintenance and other charges.

**1.7. THE PURCHASER'S COVENANT WITH THE OWNERS AND THE DEVELOPER AS FOLLOWS:**

- a) Prior to this Deed of Conveyance, the Purchaser has surveyed and measured the area of the said Flat/Apartment and upon being fully satisfied has entered into this Deed of Conveyance and as such the Purchaser shall not henceforth raise any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives its right, if any, to do so.
- b) The Purchasers shall, from the date of possession of the said Flat/Apartment whether physical possession of the same is taken or not by the Purchaser pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the Common Areas and Facilities and Amenities.
- c) The Purchasers shall, after possession is made over to him, use and enjoy the said

Flat/Apartments solely for residential purposes and in a manner not inconsistent with its rights hereunder and without committing any breach, default, or creating any hindrance to the rights of the other occupiers / Purchasers of other Flat/Apartment owners / occupiers of project land.

- d) The Purchasers shall not seek partition, division, or separate possession regarding the Said Flat/Apartment and Appurtenances. None of the purchasers/occupiers of Flat/Apartments shall make any obstruction or store or keep any article in Common Areas and Facilities area.
  - e) The Purchasers shall not do or suffer to be done anything in or to the Said Flat/Apartment which may adversely affect the Said Flat/Apartment and/or the new building.
  - f) The Purchasers shall not enclose the terrace/ deck/ balconies/ utility areas under any circumstances without the written consent of the Developer and/or Association as and when it is formed and shall keep the terrace/ deck open to the skies at all times.
  - g) If any development and/ or betterment charges or other levies or taxes are charged or sought to be recovered by any statutory authority in respect of the Said Flat/Apartment and Appurtenances after the date hereof, the same shall be proportionately borne and paid by the Purchaser.
2. After registration of the deeds of conveyance of all the Flat/Apartments in the Said Property at any time thereafter, as the Developer may in its discretion deem fit and proper, the Developer will take steps for the formation of Association of the Flat/Apartment owners (hereinafter referred to as the “**Association**”) in accordance with the provisions laid down under the West Bengal Flat/Apartment Ownership Act, 1972 and/or any other applicable laws and the Purchasers hereby agree to observe and perform the terms and conditions, bye-laws and the rules and regulations to be prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white-washing, painting, etc., in respect of the Said Property and to maintain the roads, compound walls, and all other common areas. The name of the Association shall be jointly decided by the Developer and the flat owners/purchasers of the Flat/Apartments.
3. The Developer, after the formation of the Association, shall hand over the balance funds, if any, such as maintenance charges, etc. already collected from the Owners / Purchasers of the flat to the Managing Committee of the Association and shall also provide audited accounts for the same from the Developer’s auditor as up-to that date. The Developer, the Managing Committee of the Association, and the Purchaser shall be bound by the auditor’s statement of accounts. In case the advance maintenance charges payable by the Purchaser to the Developer are fully utilized/exhausted prior to the formation of the Association and/or handing over the maintenance to the Association then the Purchasers agree to pay additional maintenance deposits upon written demand received from the Developer.

4. The Developer has delivered and put the Purchaser in actual physical possession of the Said Flat/Apartment on or before the execution of these presents.
5. It is agreed that in case any structural defect or any other defect in workmanship, quality, or provision of service or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within the stipulated period as mentioned under the Relevant Laws, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.
6. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat/Apartment/Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.
7. The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the Project Land including the existing and future FAR/FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Project Land or elsewhere as may be permitted and in such manner as the Developer deems fit.
8. The Purchaser/s further acknowledge(s) that, at its sole discretion (i) the Developer shall also be entitled to freely deal with other phases comprised in the Project Land (along with the FAR/FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developer on the Project Land.
9. Neither the Purchaser/(s) nor any of the other purchasers of the Flat/Apartment/Flat(s) in the buildings being constructed on the Project Land (including the Building) nor the association / apex body / apex bodies to be formed of purchasers of Flat/Apartment/Flats in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Project Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer.
  - 9.1. The unutilized/residual floor space index (FSI) (including future accretions/enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal/use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association/apex body/apex bodies. In the event of any additional FSI in

respect of the Project Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and/or additions to the built-up area on the Project Land as may be permissible.

- 9.2.** The Purchaser/s or the association/apex body/apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Project Land. It is also agreed by the Purchaser/s that even after the formation of the association/apex body/apex bodies, the Developer if permitted by the concerned authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and/or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose of, sell, or transfer the same in such manner as the Developer may deem fit.
- 9.3.** The parties hereby mutually covenant with each other that the right to use the Common Areas and Facilities & amenities in the project land shall be in common with the other flat owners/occupiers and the same shall always be co-existent and co-terminus with the ownership of the Said Flat/Apartment and Appurtenances and cannot be transferred separately.
- 10.** The Purchasers shall bear the stamp duty and registration charges including the registration fees, legal fees, and such other incidental expenses/ charges in respect of registration of this Deed of Conveyance.
- 11.** In case of conflict between the provisions of the said Agreement for Sale, other documents executed between the parties, and this Deed then this Deed of Conveyance shall override the provisions of the said Agreement for Sale and any other prior agreement between the parties hereto.
- 12.** Any dispute or difference between the parties hereto arising out of and/or relating to and/or connected with the Said Flat/Apartment and Appurtenances and/or this Deed or any term or condition herein contained and /or relating to the interpretation thereof, shall be settled amicably by mutual discussion. In case the Parties are unable to settle their disputes within 15 days of intimation of the dispute by either party, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected from the names of two arbitrators proposed by the Developer. In case the Purchaser delays/neglects/refuses to

select one of the names from the suggested names within 15 days of intimation, it shall be deemed that the first such named arbitrator so proposed by the Developer is acceptable to both the parties as the sole arbitrator, whose appointment shall be final and binding on the Parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in West Bengal.

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## SCHEDULE - A

### PART - I

#### DESCRIPTION OF THE PROJECT LAND / TOTAL PROPERTY / SAID PROPERTY

ALL THAT pieces and parcel of land containing an area of **60.17 decimal** equivalents of **1.82 Bighas** be the same a little more or less situate lying at various **R. S. Plot Nos. 38 & 40** and **L. R. Plot Nos. 48 & 50** of **Mouza Searsole, (J. L. No. 17)**, A.D.S.R. office **Raniganj**, Police Station **Raniganj**, under **Asansol Municipal Corporation** at **Raniganj**, within the District of **Paschim Bardhaman**, in **L.R Khatian Nos. 208, 8431, 9535, 9536**, Class of Land **Vastu**, Land area as mentioned below :

<b>Mouza - Searsole (J. L. No. 17)</b>				
<b>R. S. Plot No.</b>	<b>L. R. Plot No.</b>	<b>Class of Land</b>	<b>Total Area of Land</b>	<b>Land Area</b>
38	48	Vastu	70.00 Dec	39.57 Decimal
40	50	Vastu	336.00 Dec	20.60 Decimal
<b>TOTAL</b>				<b>60.17 Decimal</b>

IN TOTAL **60.17 (SIXTY POINT ONE SEVEN) DECIMALS/SATAKS** of the aforesaid land delineated in the plan attached herewith as **Annexure-II**, should be treated as a part of this Agreement the said land butted and bounded as detailed below:

On the North:	Land of Others
On the South:	30 feet wide NH 2, Service Road
On the East:	Land of Others
On the West:	Land of Robindra Nath Mondal

### PART - II

#### DESCRIPTION OF SAID FLAT/ APARTMENT HEREBY SOLD

ALL THAT the residential **Flat/Apartment No. "....."** Flat Type. "**.....BHK.....T**" on the "**.....**" floor of the **Tower "....."** having carpet area of "**.....**" Sq. Ft. together with an exclusive area of "**.....**" Sq. Ft. The Carpet Area and Exclusive area aggregate to the total area of "**.....**" square Foot ("**Total Area**") (corresponding Super Built Up Area being "**.....**" Sq. Ft. equivalent to "**.....**" sq. mtr) be the same a little more or less without roof right along with the proportionate share of land having tiles flooring Building named as **Tower-"....."**, in the Project named "**Devashilpi Ekam**" to be constructed at the said Property. **Border RED in the MAP or PLAN annexed as Annexure-"I"** herewith which do form a part of this Deed.

### PART - III

#### DESCRIPTION OF SAID PARKING SPACE HEREBY SOLD

ALL THAT the right to park a Medium-size Four Wheeler / Two Wheeler in a **..... Covered..... Wheeler Parking Space** measuring **..... Sq. Ft. (.....Sq. Ft.)**, situated on the **Ground floor** of the project "**Devashilpi Ekam**" as shown in '**Red Colour**' border in the MAP or PLAN annexed as **Annexure -"III"**



## **SCHEDULE – B**

### **COMMON AREAS AND PORTIONS, AMENITIES, AND FACILITIES**

#### **APPLICABLE FOR PRESENT AND FUTURE PHASES**

- 1) Lobbies, passages, staircases, landings, and corridors of the said Building.
- 2) Driveways and internal paths and passages in the said Property.
- 3) Lift, Lift pits, and lift machine rooms other equipment.
- 4) Common drains, sewers, pipes, and plumbing equipment.
- 5) Water supply from a deep tube well / Asansol Municipal Corporation (as per availability)
- 6) Common underground water reservoir.
- 7) Water Pump and motor and pump room (if any).
- 8) Overhead water tank in the said Building.
- 9) Wires, switches, plugs, and accessories for the lighting of common areas.
- 10) Septic Tank
- 11) Common toilets (if any)
- 12) Room for Security Staff (if any).
- 13) Common electrical wiring, meters, fittings, and fixtures for the lighting of common areas.
- 14) Boundary walls and Main Gate
- 15) HT / L.T. room/space
- 16) Electricity meter room/space
- 17) Generator room/ space (if any)
- 18) Firefighting equipment in the Buildings (if any)
- 19) Security Surveillance System with CCTV and Cameras in common areas
- 20) **Amenities and Facilities**
  - **Indoor Amenities at Ground Level**
    - Reception and waiting lobby with Visitor's Lounge
    - Association Office Room
    - Caretaker's Room
    - Extended Adda Zone
    - Pujari Room
    - Radha Krishna Temple
  - **Outdoor Amenities at the Roof Level**
    - Dedicated space for community gathering with pantry & Toilet
    - Bonfire Zone
    - Children's Play Area
    - Adda Zones
    - Open Health/Fitness Zone
    - Yoga and Meditation Zone
    - Roof top jogging track, adjoining 3 Towers of the project

## **SCHEDULE - C**

### **SPECIFICATIONS**

<b>Foundation</b>	Raft – Strip/Isolated Foundation
<b>Structure</b>	RCC framed;
<b>Brick walls</b>	Red Bricks / Fly Ash Bricks
<b>Flooring</b>	<ul style="list-style-type: none"><li>• Living /Dining Room, Bedroom, Balcony: Vitrified tiles</li><li>• Kitchen and Toilets: Anti-skid Ceramic Tiles</li><li>• Ground Floor Lobby: Vitrified Tiles /Kota stone</li><li>• Typical Floor Lobby: Ceramic Tile</li><li>• Staircase: Kota finished tread</li></ul>
<b>Doors &amp; Frame</b>	<ul style="list-style-type: none"><li>• Main Door &amp; Bedroom Door: Wooden Frame with Commercial Flush Door with Accessories.</li><li>• Balcony Door: Aluminum Doors with glass panels</li><li>• Toilets Door: PVC Door</li></ul>
<b>Windows</b>	Aluminum Windows with glass panels & M.S Grill as per Design
<b>Wall &amp; Ceiling</b>	<ul style="list-style-type: none"><li>• Interior: Putty / Gypsum Plaster</li><li>• Exterior: Good quality Weatherproof Acrylic paint over plaster-work</li><li>• Common Area: Paint finish</li></ul>
<b>Electricals</b>	<ul style="list-style-type: none"><li>• Concealed copper wiring and modular switches</li><li>• Sufficient light and power points.</li><li>• Television &amp; Telephone point in the living room</li><li>• Air Condition point:- Provision in one Bedroom for 1BHK &amp; 2 BHK Flats and in two Bedroom for 3 BHK Flat</li><li>• Geyser Point in the bathroom for one toilet in each flat</li></ul>
<b>Toilet</b>	<ul style="list-style-type: none"><li>• Concealed pipeline using standard material,</li><li>• Ceramic Dado tiles (up to Lenten/Door Level),</li><li>• CP fittings from a standard brand.</li><li>• Western Commode with Wash Basin of standard brand</li></ul>
<b>Kitchen</b>	<ul style="list-style-type: none"><li>• Counter with Granite/ Blackstone Top</li><li>• Ceramic Dado tiles wall cladding upto 2 feet over the Counter</li><li>• One stainless steel sink.</li></ul>
<b>Lift</b>	Automatic Lift/Elevator of standard make for eight passengers up to Roof level

**SCHEDULE-D**  
**EASEMENT AND QUASI-EASEMENT**

The Buyer(s) and the other co-owners shall allow each other, the Developer / Promoter, and the Association, the following rights, easements, quasi-easements, privileges, and/or appurtenances and in turn, the Buyer(s) shall also be entitled to the same:

- 1) Right of Common Passage on Common Portions: The right of common passage, user, and movement in all Common Portions;
- 2) Right of Passage of Utilities: The right of passage of utilities including connection for telephones, televisions, pipes, cables, etc. through each and every part of the Said Premises and the Said Building including the other flats and the Common Portions;
- 3) Right of Support, Shelter, and Protection: Right of support, shelter, and protection of each portion of the Said Building by other and/or others thereof;
- 4) Right over Common Portions: The absolute, unfettered, and unencumbered right over the Common Portions subject to the terms and conditions herein contained;
- 5) Appurtenances of the Said Flat: Such rights, supports, easements, and appurtenances as are usually held, used, occupied, or enjoyed as part or parcel of the Said Flat and/or Parking if any and Appurtenances;
- 6) Right to Enter: The right, with or without workmen and necessary materials, to enter the Said Building, including the Said Flat And Appurtenances or any other flat for the purpose of repairing any of the Common Portions or any appurtenances to any flat and/or anything comprised in any flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby;
- 7) Access to Roof: Right of access to the roof and/or terrace above the top floor of the Said Building;

**SCHEDULE – E**  
**PURCHSERS OBLIGATIONS**

- 1) **Observing Rules:** observe the rules framed from time to time by the Developer / Promoter/Association for the beneficial common enjoyment of the Said Building, Said
- 2) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and the Common Portions.
- 3) **Meter and Cabling:** be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided thereof, ensuring that no inconvenience is caused to the Developer / Promoter or to the other co-owners. The main electric meter shall be installed only at the common meter space on the ground floor of the Said Building. The Buyer(s) shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building, Said Complex, and/or the Said Premises
- 4) **Residential Use:** use the Said Flat for residential purposes only. Under no circumstances the Buyer(s) shall use the Said Flat for commercial, industrial, or any other purpose
- 5) **No Alteration:** not alter, modify, or in any manner change the elevation and exterior colour scheme of the Said Building, Said Complex, and/or the Said Building and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Developer / Promoter or the Association. In the event, the Buyer(s) makes the said alterations/changes, the Buyer(s) shall compensate the Developer / Promoter/Association as estimated by the Developer / Promoter/Association
- 6) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat or the Said Building which may affect or endanger the structural stability of the Said Building and not subdivide the Said Flat in any manner whatsoever
- 7) **No Sub-Division of flat/parking space/servant quarters:** Not to sub-divide the flat/parking space/servants quarter under any circumstances
- 8) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any 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, Said Complex and/or the Said Premises 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
- 9) **No Storage:** not allow storage of any goods, articles or things in the Common Portions and/or any part or portion of the Said Building, Said Complex and/or the Said Premises
- 10) **No Obstruction to Developer / Promoter/Association:** not obstruct the Developer / Promoter / Association in their acts relating to the Common Portions and not to obstruct the Developer / Promoter in constructing other portions of the Said Building, Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Building, Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any)

- 11) No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any
- 12) No Violating Rules:** not violate any of the rules and/or regulations laid down by the Developer / Promoter and/or the Association for the use of the Common Portions.
- 13) 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.
- 14) No Blocking Common Portions:** not place or cause to be placed any article or object in the Common Portions.
- 15) No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space (if any) or the Common Portions.
- 16) No Signage:** not put up or affix any sign board, name-plate or other things or other similar articles in the Common Portions or outside walls of the Said Building, Said Complex or outside walls of the Said Flat save at the place or places provided thereof provided that this shall not prevent the Buyer(s) from displaying a decent name-plate outside the main door of the Said Flat.
- 17) No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous, or dangerous articles in the Said Flat and Parking Space (if any).
- 18) No Drawing Wire/Cable:** not affix or draw any wire, cable, or pipe from, to, or through any Common Portions or from outside walls of the Said Building, Said Complex save in the manner indicated by the Developer / Promoter/Association.
- 19) No Floor Damage:** not to keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- 20) No Installing Generator:** not install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the Said Building, Said Complex and/or the Said Premises.
- 21) No Use of Machinery:** not install or operate any machinery or equipment except household appliances
- 22) Use of Common Toilets:** ensure that the domestic help / service providers visiting the said apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- 23) Use of Spittoons / Dustbins:** Use the Spittoons / Dustbins located at various places in the project.
- 24) No Grills:** Not to install any grill on the balcony, verandah or windows except the promoters provide.
- 25) No Installing Generator:** Not to install or keep or run any generator in the said apartment.
- 26) No Misuse of Water:** Not to misuse or permit to be misused the water supply to the said apartment.

- 27) No Hanging Clothes:** Not to hang or cause to be hung clothes from the balconies (EBVT) of the said apartment.
- 28) No Smoking in Public Places:** Not to smoke in public areas of the Building (s) and not to throw empty cigarette cartons, cigarette butts, and matchboxes in open spaces but to dispose of them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- 29) No Plucking Flowers:** Not to pluck flowers or stem from the gardens or plants in the common areas.
- 30) No Littering:** Not to throw or allow to be thrown litter in the common areas of the said project.
- 31) No Trespassing:** Not to trespass or allow trespass over lawns and green plants within the common areas.
- 32) No Overloading Lift:** Not to overload the passenger lifts and move goods only through the staircases of the Building.
- 33) No Use of Lift in Case of Fire:** Not to use the Lift in case of fire.
- 34) Buyer(s) to Participate in Formation of Association:** The Buyer(s) admit and accept that the Buyer(s) and other co-owners shall form the Association and the Buyer(s) shall become a member thereof. The Buyer(s) shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard, the Buyer(s) shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Buyer(s) also admit and accept that until the formation of the Association, the Developer / Promoter shall look after the maintenance of the Said Building and the Said Complex and/or the Said Premises. Upon the formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Buyer(s), after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer(s), for the respective purposes thereof. However, it is clarified here that the Developer / Promoter shall have the sole discretion as to when the Association is to be formed and maintenance of the Said Building, Said Complex, and/or the Said Premises to be handed over

## MEMO OF CONSIDERATION

RECEIVED from the within-named Purchaser(s)/ Allottee(s) the within-mentioned sum of **Rs.** .....**00 (Rupees .....**) **only [Excluding GST]** towards the cost of Said Flat and Rs .....00 (Rupees.....) only towards G.S.T., total Rs .....00 (Rupees .....) only being **total consideration** paid in favour of “**DEDPL-EKAM-MC**” as per the memo below:-

<b>From</b>	<b>Date</b>	<b>Mode of Payment</b>	<b>Bank Name and Branch</b>	<b>Amount (in Rupees)</b>
<b>TOTAL</b>				

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **LAND OWNERS**

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **DEVELOPERS**

\_\_\_\_\_  
**SIGN AND DELIVERED**  
by the **PURCHASER/S**

**The Proportionate annual ground rent is payable to the Govt. of West Bengal through the B.L & L.R.O. Raniganj, Dist. – Paschim Bardhaman**

**IN WITNESSES WHEREOF** the Sellers, Developer / Promoter, and the Purchaser as hereinabove mentioned, set their respective hands and signature unto this Indenture on the day, month, and year first above written in presence of the following witnesses: -

This Deed has been printed in 24 Pages and in a separate sheet Photo & Ten Fingers Print given by the Parties, duly attested, being the part of this Deed along with all annexures.

**WITNESSES:**

1.

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **LAND OWNERS**

2.

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **DEVELOPERS**

Drafted and prepared  
by me as per documents  
produced before me and  
typed and printed in my office

\_\_\_\_\_  
**SIGNED AND DELIVERED**  
by the **PURCHASER/S**

SHOUVIK DEY  
(A D V O C A T E)  
Asansol Court  
Enrolment No. WB / 1029 / 2009

**Annexure-I**



**TYPICAL FLOOR PLAN OF RESIDENTIAL UNIT**

Typical Floor Plan of the residential Flat/Apartment No. ...., Flat Type. .... BHK  
...T, situated on the ..... floor, in the project named “Devashilpi Ekam”, Tower 3,  
Phase-I.

<b>Carpet Area</b>	<b><u>Sq. Ft.</u></b>
<b>Exclusive Area (EBVT)</b>	<b><u>Sq. Ft.</u></b>
<b>Net Area / Total Area</b>	<b><u>Sq. Ft.</u></b>
<b>Build-up Area</b>	<b><u>Sq. Ft.</u></b>
<b>Super Build-up Area</b>	<b><u>Sq. Ft.</u></b>

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**Annexure-II**

**PROJECT LAND LAYOUT PLAN/ PHASES PLAN**

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**Annexure-III**

**PARKING SPACE LAYOUT PLAN**

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#####  
DATED THIS DAY OF 20  
#####

BETWEEN

- 1) MR. MAHADEO SHAW
  - 2) MRS. URMILA DEVI BHALOTIA
  - 3) MR. AJAY KUMAR BHALOTIA
  - 4) MR. SACHIN KUMAR BHALOTIA
- ..... OWNERS

AND

M/S DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED  
..... DEVELOPER

AND

(1ST PURCHASER)  
&  
(2ND PURCHASER)  
..... PURCHASER(S)/ BUYER(S)

CONVEYANCE DEED  
UNIT NO. (Apt. No) ON THE (Floor No) FLOOR  
OF THE TOWER (Tower No.) MEASURING  
SUPER BUILT-UP AREA (SBU area in Sq. Ft)  
SQ. FT. IN DEVASHILPI EKAM