

DEED OF CONVEYANCE

This Deed of Conveyance is executed at _____ on this ____ day of _____, Two Thousand and _____ ("**Conveyance Deed**")

BY AND BETWEEN

M/s DIVYA DISTRIBUTORS (PAN No. AAGFD0964J and REGISTRATION NO. L73688) a Partnership firm incorporated under The Indian Partnership Act, 1932, having its principle place of business at 10, Clive Row, 2nd Floor, Room-206/4, Police Station- Burra Bazar, Kolkata-700001, represented by its designated partner/authorized signatory _____ (AADHAAR No. _____ and PAN No. _____), son of _____, residing at _____, hereinafter referred to as "**OWNER/VENDOR/PROMOTER**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partner and partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors, representatives, and administrator of the last surviving partner and his/her/their assigns) authorized *vide* resolution dated _____ being party of the **FIRST PART**;

AND

[If the Buyer is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office _____ at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Buyer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) being party of the **SECOND PART**;

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner,

_____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **SECOND PART**;

[OR]

[If the Buyer is a LLP]

_____(LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **SECOND PART**;

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns) being party of the **SECOND PART**;

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of

business / residence at _____, (PAN _____), hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). being party of the **SECOND PART**;

[Please insert details of other buyer(s), in case of more than one buyer]

All parties to this Deed of Conveyance being **OWNER/VENDOR/PROMOTER** and the **Buyer** are hereinafter collectively referred to as the “**Parties**” and sometimes individually referred to as “**Party**”.

DEFINITIONS:

In this Conveyance Deed, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- 1.1. “**ACT**” means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017) and subsequent amendments thereto.
- 1.2. “**RULES**” means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- 1.3. “**REGULATION**” means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.
- 1.4. “**SECTION**” means a section of the Act.
- 1.5. “**ARCHITECT**” shall mean the Architect appointed or to be appointed from time to time by Owner/Vendor/Promoter for the purpose of planning, designing and supervision of the construction of the Project/Complex.
- 1.6. “**ALLOTMENT/BOOKING/AGREEMENT FOR SALE**” shall mean the provisional Allotment/Booking letter and/or this Agreement for sale of the Apartment.

- 1.7. **“BLOCK/BUILDING/TOWER”** shall mean a building consisting of several Apartment Units and other spaces intended for independent or exclusive use.
- 1.8. **“BUILT UP AREA”** shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area.
- 1.9. **“CARPET AREA”** shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment.
- 1.10. **“COMMON MAINTENANCE EXPENSES”** shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project/Complex including those mentioned in **Schedule-E** hereto.
- 1.11. **“COMMON PURPOSES”** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor/ Promoter and/or occupants of the respective units and all other purposes or matters in which Association and occupants have common interest relating to blocks or buildings in each of the projects and/or the Complex.
- 1.12. **“COMMON AREAS/Common Parts and Facilities”** shall mean common areas of the Project/Complex including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker’s room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and

the entire land in each phase if constructed in future more fully and particularly described in **Schedule - D** hereunder.

- 1.13. **“RESERVED AREAS AND FACILITIES”** shall mean such areas and/or facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the Schedule-E. The Open/Covered/Multi-level car parking areas (Dependent/ Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Flat or Building Block to any Buyer of the said Apartment plus the Reserved Areas/Rights as defined herein.
- 1.14. **“PARKING SPACE”** shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement (if any), ground floor level or at other levels/MLCP, whether open or covered or mechanical, of the Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Owner/Vendor/Promoter for exclusive use of the Buyer who opts to take it from the Owner/Vendor/Promoter. The specifically allotted Parking Space (Dependent/Independent) to a particular Buyer shall be regarded as Reserved Area to be allotted for the exclusive use by the individual Allottee as decided by the Owner/Vendor/Promoter.
- 1.15. **“PROPORTIONATE SHARE”** will be fixed on the basis of the Carpet area of the Unit purchased in proportion to the Carpet area of all the Flats in the block/building or the Project or the Complex as the case may be PROVIDED THAT where it refers to the share of the Buyer in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.16. **“STRUCTURAL ENGINEER”** shall mean the Engineer appointed or to be appointed from time to time by Owner/Vendor/Promoter for the preparation of the structural design and drawings of the buildings.
- 1.17. **“ALLOTTEE”** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor/Promoter, and includes the person who subsequently acquires the paid allotment through sale, transfer

or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;

- 1.18. **“APARTMENT”** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;
- 1.19. **“BUILDING”** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes;
- 1.20. **“PROJECT”** means the Real Estate Project/Complex named as **“DIVYA JYOTI”** which includes 2 Towers of G+6 each multi storied buildings comprising 84 self contained apartments being a residential complex/project along with Community Hall, Multi-Gym and Childrens Play Area under the said project constructed on the said entire Land more fully and particularly mentioned in the **SCHEDULE - A** hereunder written. This Project will consist of (i) Residential Units, (ii) Club, (iii) Multi-Gym, (iv) Community Hall and (v) Gaming Zone, which may be changed and varied as per the decision of Owner/Vendor/Promoter in the manner prescribed in the Act.
- 1.21. **“COMPETENT AUTHORITY”** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;
- 1.22. **“INTERNAL DEVELOPMENT WORKS”** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire

safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per sanctioned plans;

- 1.23. **“APPLICABLE LAWS”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Conveyance Deed or thereafter;
- 1.24. **“APPLICABLE TAXES”** shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- 1.25. **“ASSOCIATION OF BUYERS”** shall mean the condominium / association of the buyers / apartment owners in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- 1.26. **“COMPETENT AUTHORITY”** shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex Lands and/or the Complex;
- 1.27. **“MAINTENANCE AGENCY”** shall mean either the Promoters themselves or the Association of Buyers or any third party employed/ hired by the Promoters / Association of Buyers carrying out the maintenance services in the Real Estate Project;

W H E R E A S :

- A. **DIVYA DISTRIBUTORS** is the sole and absolute **OWNER/VENDOR** of **ALL THAT** piece and parcel of plot of land measuring an area about 45.4545 Cottahs, (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, Old L. R. Khatian No.9005, New LR Khatian No.9779, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation, within the District of Burdwan, in the State of West Bengal, hereinafter referred to as the said **ENTIRE LAND** and

morefully mentioned and described in the **SCHEDULE - A** hereunder written and demarcated in the lay out plan annexed hereto and marked **ANNEXURE - A**.

- B. By one Registered Deed of Conveyance dated 06.09.2011 **DIVYA DISTRIBUTORS** had purchased **ALL THAT** piece and parcel of land, measuring an area about 14 (Fourteen) Cottahs equivalent to 23.1 (Twenty Three point One) decimals (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, L. R. Khatian No.9005, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipality Corporation, within the District of Burdwan, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sanjoy Kumar Ghose, son of Late Sunil Kumar Ghose, against a valuable consideration mentioned therein and the same deed of conveyance was registered in the office of the DSR-I at Burdwan, and recorded in Book No. I, CD Volume No.13, Pages from 339 to 355, Being No. 04217 for the year 2011.
- C. By another Registered Deed of Conveyance dated 06.09.2011 **DIVYA DISTRIBUTORS** had purchased **ALL THAT** piece and parcel of land, measuring an area about 14 (Fourteen) Cottahs equivalent to 23.1 (Twenty Three point One) decimals (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, L. R. Khatian No.9005, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipality Corporation, within the District of Burdwan, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Dipti Ghose, wife of Late Sunil Kumar Ghose against a valuable consideration mentioned therein and the same deed of conveyance was registered in the office of the DSR-I at Burdwan, and recorded in Book No. I, CD Volume No.13, Pages from 356 to 372, Being No. 04218 for the year 2011.
- D. By another Registered Deed of Conveyance dated 06.09.2011 **DIVYA DISTRIBUTORS** had purchased **ALL THAT** piece and parcel of land, measuring an area about 17.4545 (Seventeen point Four Five Four Five) Cottahs equivalent to 28.8 (Twenty Eight point Eight) decimals (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, L. R. Khatian No.9005, R. S. Plot No. 5/2833

corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation, within the District of Burdwan, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sucharita Ghose, wife of Sanjoy Kumar Ghose, against a valuable consideration mentioned therein and the same deed of conveyance was registered in the office of the DSR-I at Burdwan, and recorded in Book No. I, CD Volume No.13, Pages from 356 to 372, Being No. 04218 for the year 2011.

- E. The said **DIVYA DISTRIBUTORS** has become the sole and absolute owner of **ALL THAT** piece and parcel of plot of land measuring an area about 45.4545 Cottahs, (more or less), comprised under Mouza-Bhiringi, J. L. No. 68, R. S. Khatian No. 56, Old L. R. Khatian No.9005, New LR Khatian No.9779, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation, within the District of Burdwan, in the State of West Bengal, i.e. the said **ENTIRE LAND** and morefully mentioned and described in the **SCHEDULE - A** hereunder written and demarcated in the lay out plan annexed hereto and marked **ANNEXURE - A**.
- F. The said **DIVYA DISTRIBUTORS** while seized and possessed of the aforesaid Land measuring an area about 45.4545 Cottahs, more or less, have mutated its name in the record of BL & LRO, Durgapur and had obtained L. R Khatian No. 9779 and are paying taxes regularly.
- G. The said **DIVYA DISTRIBUTORS** had also mutated its name in the records of Durgapur Municipal Corporation and obtained ID No. 0066857 and Holding No.73/N under Ward No.15 and **DIVYA DISTRIBUTORS** is paying taxes regularly relating to the Land as mentioned above.
- H. The said Land is free from all sorts of encumbrances, charges, liens, lispendenses, mortgage whatsoever and the **DIVYA DISTRIBUTORS** being the Owner/Vendor herein has got a clear, free and marketable title to the said lands as mentioned hereinabove.
- I. The **DIVYA DISTRIBUTORS** being the sole and absolute owner of the said Land and while in absolute seized and possessed the said Land

free from all sorts of encumbrances, **DIVYA DISTRIBUTORS** being the Owner/Vendor herein has decided to develop the said Land by constructing 2 Towers of G+6 each multi storied residential buildings containing several self contained apartments therein and the said project shall be known as "**DIVYA JYOTI**".

- J. The said land is earmarked by the **DIVYA DISTRIBUTORS** for the purpose of building of a residential project, comprising 84 multi storied apartment buildings along with Community Hall, Multi-Gym and Childrens Play Area under the said project namely DIVYA JYOTI and herein after referred to as the said "Project".
- K. The **DIVYA DISTRIBUTORS** being **DEVELOPER/PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the said Project, DIVYA JYOTI, have been completed.
- L. The Durgapur Municipal Corporation has granted the Commencement Certificate to develop the said Project vide its approval dated 15.11.2017 bearing Registration No. CB/N-199/16 of 2017-18.
- M. The Owner/Vendor/Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the said project and also for the apartment or building, as the case may be from Durgapur Municipal Corporation and the Owner/Vendor/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- N. The Owner/Vendor/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .
- O. The Buyer, after satisfying himself/herself/itself/themselves about the title of land, the rights of the Owner/Vendor/Promoter and after inspection of the Plan designs and specifications prepared by the Owner/Vendor/Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project had entered into an Agreement for Sale dated _____ (**Agreement For Sale**) by and under which the Buyer was allotted, on the terms and conditions mentioned therein, the residential apartment

measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ Floor in the Building being Block No. _____ together with the right to use ____ nos. Open/Covered/Multi level Car Parking Space (dependent/independent) on the ____ level of the Building/Project/Complex together with the right to use the common areas/common parts and facilities in common with other Buyer hereinafter referred to as the said "**Apartment**" more fully and particularly mentioned and described in the **SCHEDULE - B** hereunder written and demarcated in the lay out plan annexed hereto and marked **ANNEXURE - B** together with undivided proportionate impartible share or interest in the land underneath the said building fully mentioned in the **SCHEDULE - A** hereunder written with all easement rights over all common portions in the said entire land and building.

- P. The Buyer prior to the execution of this Deed of Conveyance already inspected and satisfied about the physical nature and measurement of the said entire land including divided and demarcated portion of the same as well as the said Project.
- Q. The Buyer prior to the execution of this Deed of Conveyance already examined and satisfied about the title deeds, various plans including building plan and all other relevant and necessary documents and has also made all essential and appropriate enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the said Project/Buildings/Apartments and after been satisfied about the same entering into this agreement and have no objection thereof.
- R. The Buyer has carefully inspected, considered and scrutinized the title of the Owner/Vendor/Promoter herein including the aforementioned title documents, various plans and all other relevant and pertinent documents thereof and Buyer with full knowledge of its actual status and conditions accepts the title and further agrees, assures and covenants not to raise any objection thereto and/or make any requisitions in connection therewith after entering this Deed of Conveyance.
- S. The Buyer has, prior to the date hereof, examined the copy of the WBHIRA Certificate and has caused the WBHIRA Certificate to be examined in detail by his/her/its advocates and planning and

architectural consultants. The Buyer has agreed and consented to the development of the Real Estate Project on the said Lands. The Buyer has also examined all documents and information uploaded by the Owner/Vendor/Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.

- T. The Parties have gone through all the terms & conditions set out in this Deed of Conveyance and understood the mutual rights and obligations detailed herein and competent to sign the same.
- U. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the said Project.
- V. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereinafter.

NOW THEREFORE in furtherance to receipt of the Sale Consideration, the Parties are executing this Deed of Conveyance for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space, absolutely and forever, in favour of the Buyer on the terms and conditions mutually agreed by and between the Parties and contained in this Deed of Conveyance.

1. CONVEYANCE:

- 1.1 In consideration of the payment of the sale consideration of Rs. _____/- (Rupees _____ only) (**“Sale Consideration”**) and the other amounts by the Buyer in terms of the Agreement For Sell and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Deed of Conveyance, the Apartment is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space.

1.2 The Total Price for the Apartment along with Parking space (if applicable) based on the carpet area is Rs. _____ (Rupees _____ only) and the break-up and description of the same provides herein below:-

Apartment Details	Total Carpet Area of the Apartment (Square Feet)	Rate of Apartment per Square Feet	GST as per prevailing rate	Amount (Rupees)
Block/Building/Tower No. Apartment No. Type..... Floor..... Car Parking Space				
Total Price in Rupees				

1.3 It is agreed that the Owner/Vendor/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment as mentioned in **SCHEDULE - C** hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected in respect of the Apartment without the previous written consent of the Buyer as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.

1.3 The Buyer shall have the right to the Apartment as mentioned below:

- (i) The Buyer shall have exclusive ownership of the Apartment.
- (ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.

- (iii) That the computation of the Sale Consideration of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, preferential location charges, charges for exclusive use of balcony(ies)/open terrace(s) /garden(s), Club House membership charges, locational development charges, GST paid/payable by Owner/Vendor/Promoter in connection with the development/construction of the said Project, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas including all charges provided herein under **SCHEDULE - D**, **SCHEDULE - E** and **SCHEDULE - F**.

The Buyer has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Complex/Project's Lands and Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), which would be on sharing basis and meant to be used jointly by Buyers/Owners of apartments on both Complex/Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), e.g. electricity connection, water and sewerage connection, etc. ("**Shared Services and Facilities**"). The Shared Services and Facilities may be provided / developed on Project Lands or the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of Buyers/Owners of apartments on Complex /Project's Lands and the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands). The Buyer shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the Deed of Conveyance, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Buyers and the Applicable Laws.

- 1.4 The Buyer shall be entitled To Have And To Hold the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Buyer absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Buyer not committing any breach, default or violation and subject to the Buyer not creating any hindrance relating to any of

the rights and/or entitlements of any other Apartment Buyer/Owners and/or the Owner/Vendor/Promoter.

- 1.5 It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, save and except for the exclusive right to use and occupy the same, which allotted for himself or for his visitors. It is made clear by the Owner/Vendor/Promoter and the Buyer agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Complex/Project is an independent, self-contained project covering the Complex/Project Lands and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that common areas/services/facilities of the Complex/Project shall be available for use and enjoyment of all buyers of the Complex/Project.
- 1.6 The Owner/Vendor/Promoter has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of the outstanding payments (including land cost, ground rent, municipal or other local taxes, charges, levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoters fail to pay all or any of the outstanding payments collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outstanding payments and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:

- 2.1 The Building in which the Apartment is located have been completed and the necessary occupation/part occupation certificate in respect of the said Building has been obtained from the Competent Authority. However, the Owner/Vendor/Promoter have has made it clear to the

Buyer that as far as the other buildings/towers in the Complex/Project are concerned the same is being completed in parts/phases and the Owner/Vendor/Promoter shall obtain the part occupation certificates for the same in future. The Owner/Vendor/Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Complex including the areas adjoining/near the Building in which the Apartment is located.

- 2.2 The Buyer has seen and accepted the proposed layout plan / demarcation-cum-zoning/site plan/building plan, floor plan and common areas/services / facilities and which has been approved by the Competent Authority, as represented by the Owner/Vendor/Promoter. The Owner/Vendor/Promoter shall develop the Complex/Project in accordance with the said layout plans, demarcation-cum-zoning/site plan/ building plan, floor plans and specifications, amenities and facilities. The Owner/Vendor/Promoter undertake to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws as Applicable, conditions of license / allotment as well as registration under the Act and provisions prescribed by the State of West Bengal and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and the Rules or as per approvals /instructions /guidelines of the Competent Authorities.
- 2.3 The Buyer understands and agrees that the Owner/Vendor/Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Authority and/or the local authorities and the Owner/Vendor/Promoter are dependent on the appropriate Authority for providing such external linkage and the Owner/Vendor/Promoter shall bear no responsibility for such unfinished work save and except towards payment of external development charges or similar charges to the extent set out herein.
- 2.4 The Owner/Vendor/Promoter have handed over the vacant, physical and peaceful possession of the Apartment to the Buyer as per the specifications & amenities mentioned in **SCHEDULE - C** and **SCHEDULE - D** hereto. On and from the date of execution of this Deed

of Conveyance, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.

- 2.5 Upon handing over possession of the Apartment, the Buyer shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Owner/Vendor/Promoter and/or Association of Buyers and/or Maintenance Agency, as the case may be, and upon payment of charges, if any, as may be levied by the Owner/Vendor/Promoter and/or Association of Buyers and/or Maintenance Agency. The Buyer shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Complex/Project.
- 2.6 On and from the date of handover of the Apartment, the Buyer shall be liable to pay for all common expenses as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.
- 2.7 The Buyer hereby agrees and undertakes to be a member of the Association of Buyers to be formed under the Act/Apartment Ownership Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Buyers. The Buyer shall observe and perform all the rules, regulations of the Association of Buyers that may be specified in detail under its bye-laws.
- 2.8 The Buyer hereby agrees and undertakes to be a member of the Club which has been set up as part of the Project/Complex and abide by all terms and conditions bye-laws of the Club.
- 2.9 On and from the date of possession, the Buyer is responsible for the internal security of the said Apartment and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The

Owner/Vendor/Promoter shall not have any responsibility or liability whatsoever in this regard.

3. REPRESENTATIONS AND WARRANTIES OF THE OWNER/VENDOR/PROMOTER:

The Owner/Vendor/Promoter hereby represents and warrant to the Buyer as follows:

- (i) The Owner/Vendor/Promoter have absolute, clear and marketable title with respect to the Complex/Project's Lands;
- (ii) The Owner/Vendor/Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project on the said Project/Complex;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Complex Lands, Real Estate Project/Complex or the Apartment;
- (iv) That right, title and interest which the Owner/Vendor/Promoter doth hereby profess to transfer, subsists and that the Owner/Vendor/Promoter has good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assign and assure the said Apartment unto the Buyer and hereby granted, conveyed, transferred, assigned and assured the same unto the Buyer in the manner expressed herein or intended so to be.
- (v) All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the said Project/Complex and the said Apartment are valid and subsisting and have been duly obtained by following due process of law. Further, the Owner/Vendor/Promoter have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project/Complex being the Real Estate Project, the Building, the Apartment and the Common Areas;
- (v) The Owner/Vendor/Promoter the right to enter into this Deed of Conveyance and have not committed or omitted to perform any act

or thing, whereby the right, title and interest of the Buyer created herein, may be prejudicially affected;

- (vi) The Owner/Vendor/Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project/Complex Lands, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Buyer under this Conveyance Deed;
- (vii) The Owner/Vendor/Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Buyer in the manner contemplated in this Deed of Conveyance;
- (viii) The Project/ Complex Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (ix) The Owner/Vendor/Promoter shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever; which it has collected from the buyers, payable with respect to the said Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) to the Buyer and the Association of Buyers or the Competent Authority, as the case may be;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Owner/Vendor/Promoter in respect of the Complex Lands and/or the Real Estate Project.
- (xi) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively belongs to the Owner/Vendor/Promoter and the Owner/Vendor/Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

(xii) Non-enforcement of any right by the Owner/Vendor/Promoter or any indulgence granted by the Owner/Vendor/Promoter to the Buyer or any other Apartment Buyer/Owner shall not amount to any waiver of any of the rights of the Owner/Vendor/Promoter.

4. MAINTENANCE OF THE SAID PROJECT/BUILDING/ APARTMENT:

4.1 The Owner/Vendor/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project/Complex by the Association of Buyers or the Competent Authority, as the case may be, upon the issuance of the completion certificate (or part thereof) or occupancy certificate (or part thereof), as the case may be, of the Project.

In case, the Association of Buyers fails to take handover of such essential services as envisaged in this Conveyance Deed or as per the Applicable Laws, then in such a case, the Owner/Vendor/Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Association of Buyers or proportionately from all Buyers at the Project.

On and from the date of execution of this Conveyance Deed, the Buyer shall be liable to bear and pay all common expenses in respect of the Apartment including the proportionate charges of all outgoings / charges in respect of the said Apartment and maintenance charges as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.

4.2 The Buyer shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency. It is made clear to the Buyer that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.

- 4.3 The Buyer agrees to maintain at the close of each financial year ending on 31st March IBMS with the Association of Buyers/ Competent Authority, as the case may be. The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 4.5 The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Buyers / Maintenance Agency / Competent Authority, as the case may be, for rendering maintenance services.

5. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Vendor/Promoter as per the Agreement For Sell is brought to the notice of the Promoters within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Vendor/Promoters' failure to rectify such defects within such time, the aggrieved Buyer shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Buyer shall, in order to mitigate any further prejudicial effect, notify the Owner/Vendor/Promoter of such structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters, in a prompt manner and preferably within 7 (seven) days from the date of occurrence.

However, the Owner/Vendor/Promoter shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or non-compliance of any Applicable Laws by the Buyer; and

- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Buyer understands that there is a fundamental difference between hand over of the building/constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Owner/Vendor/Promoter, and the Owner/Vendor/Promoter shall not be liable for rectification of any defects therein.

Provided further that in case rectification of any such structural defect or any other defect in workmanship, quality or provision of services by the Owner/Vendor/Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Owner/Vendor/Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said initial 30 (thirty) days. The Buyer hereby agrees to such additional time/extension of time without being entitled to/ making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws. Further, the Promoters shall not be held responsible for any delay in completing the rectification if the same is caused due to any non-cooperation from other apartment Allottees/Buyers/Owners and the Association of Buyers.

Provided further that the above said responsibility of the Owner/Vendor/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Buyer or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

Provided further that the Buyer shall also pay maintenance charges for maintenance of the Project/Complex and its facilities and amenities during the period of first five years and thereafter and in case non-payment of maintenance charges by the Buyer and there being discontinuation of proper maintenance in that event the Owner/Vendor

/Promoter shall not be held as liable as default on its part under this clause.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Owner/Vendor/Promoter and/or Maintenance Agency and/or the Association of Buyers and/or the Competent Authority shall have right of access to all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers / Maintenance Agency / the Competent Authority to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. Subject to Clause 5 above, the Buyer shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. Any fit-outs to be carried out by the Buyer in the said Apartment shall be in accordance with the 'Fit-out Guidelines'.
- b. The Buyer / the Association of Buyers further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings or the said Apartment or the Common Areas. The Buyer shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Buyer /

Association of Buyers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Building.

- c. The Promoter/Buyer/Association of Buyers shall not create any hindrance by way of locking, blocking, parking or in any manner in the right of passage or access or Common Areas which otherwise are available for free access.
- d. If any damage is caused to the Apartment, Common Areas or to the Project on account of any act, negligence or default on part of the Buyer or his employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Owner/Vendor/Promoter or the Association of Buyers or the Maintenance Agency, as the case may be.
- e. The Buyer / the Association of Buyers shall not remove any wall, including the outer and load bearing wall of the Apartment, as the case may be. The Buyer is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Buyer shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Buyers in writing.
- f. The Buyer shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- g. The Buyer / Association of Buyers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Vendor/Promoter and after the handover of the Common Areas by the Owner/Vendor/Promoter the same shall be conformity with the approval from the Maintenance Agency / Association of Buyers, as the case may be. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- h. The Buyer shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Buyer specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- i. Save the said Apartment, the Buyer shall have no or nor shall claim any right whatsoever or howsoever over and in respect of the other Apartment and spaces or constructed areas or parking spaces at the said Project/Complex. The right of the Buyer shall remain restricted to his/her/their respective Apartment and use of the Common Parts, Portions, Facilities and Amenities and in no event the Buyer shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building/Project or the Residential Complex.
- j. The Buyer undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Project.
- k. The name of the Complex /Project shall always be 'DIVYA JYOTI' and the Buyer or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Buyers shall not be entitled to change the same.
- l. The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

8. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

- a. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, and notifications applicable to the said Project.
- b. The Owner/Vendor/Promoter has made it expressly clear to the Buyer that the rights of the Owner/Vendor/Promoter in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the Durgapur Municipal Corporation and/or any other statutory authority(ies).

- c. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable site plans, building plans and other Applicable Laws applicable to the Apartment and /or the Project.

9. ADDITIONAL CONSTRUCTIONS:

The Owner/Vendor/Promoter undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

10. COMPLIANCE WITH THE ACT AND RULES AND APARTMENT ACT :

The Owner/Vendor/Promoter have assured the Buyer that the Real Estate Project/Complex in its entirety is in accordance with the provisions of the Act and Rules, Apartment Act and all other applicable Laws, Act and rules framed / to be framed thereunder.

11. ENTIRE CONVEYANCE DEED:

This Conveyance Deed, along with its schedules, constitutes the entire understanding/ contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Agreement For Sell) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Conveyance Deed.

12. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON BUYER/ SUBSEQUENT PURCHASERS OF THE APARTMENT:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the said Project shall equally be applicable to and enforceable against and by any subsequent

purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

13. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:

Wherever in this Conveyance Deed it is stipulated that the Buyer has to make any payment, in common with other buyer(s) in the Project / Complex, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project / Complex, as the case may be.

14. CLUB :

- (i) A 'Club' for some of the facilities has been set up as part of the said Project/Complex. The Owner/Vendor/Promoter has the right to hand over the club to the Association of Buyers at the completion of the Project or the Complex. The Buyer shall automatically be entitled to become member of the Club, and the Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by the Owner/Vendor/Promoter or the Association of Buyers or Jointly. The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations. It is clarified that certain facilities, areas and installations in the Club shall be made available on a pay and use basis.
- (ii) If any Buyer becomes a member of the Club and in the event any Buyer leases or rents out his/her/its Apartment, it will be mandatory of such Buyer to notify the Club Manager/Maintenance-in-Charge of such leasing/renting. The Buyer will thereafter be barred from using the Club/Common facilities till such time he/she/it is back in possession of the said Apartment and its lessee/tenant will be entitled to utilize the Club / common facilities as per rules. The Buyer and the lessee/tenant both cannot be a member of the club simultaneously.
- (iii) The detailed terms and conditions of membership and rules and regulations governing use of the Said Club / facilities will be formulated in due course and circulated to the Buyer.
- (iv) In the event of sale/transfer of the said Apartment, the membership will stand terminated and the new owner/lessee may be nominated/granted

a new membership at the then applicable terms and as per the rules and regulations of the Club then in force.

- (v) The acceptance by the Buyer of these conditions and the Club Scheme shall be a condition precedent to completion of Deed of Conveyance of the Said Apartment. GST and all other taxes as applicable will be charged extra on the above said charges.

SCHEDULE-‘A’
(LAND TO BE DEVELOPED)

ALL THAT piece and parcel of plot of land measuring an area about **45.4545** Cottahs, (more or less), comprised under Mouza- Bhiringi, J. L. No. 68, R. S. Khatian No. 56, Old L. R. Khatian No. 9005, New L. R. Khatian No. 9779, R. S. Plot No. 5/2833 corresponding to L. R. Plot No. 89, Sub – Division & Addl. Sub – Registry Office at Durgapur, Police Station- Durgapur, within the local limits of Durgapur Municipal Corporation having ID No. 0066857 and Holding No.73/N under Ward No.15, within the District of Burdwan, butted and bounded by:

ON THE NORTH : 30 feet wide Road.
ON THE SOUTH : Property on R.S. Plot No. 8.
ON THE EAST : Property on RS Plot no 5 & 2834.
ON THE WEST : Property on RS Plot No. 6 & 2832.

SCHEDULE-‘B’
(APARTMENT)

ALL THAT a self contained independent apartment measuring a carpet area of ____ sq. ft. together with a balcony area of ____ sq. ft. (built up area of _____ sq. ft.) be the same a little more or less with attached terrace area of _____ sq. ft., being Flat No. ____ on ____ floor in the Building being Block No. _____ at the Project DIVYA JYOTI more or less, comprising of ____ **Bed Rooms**, ____ **Dinning/Living Room**, ____ **Kitchen**, ____ **Toilets**, ____ **Balcony**, together with the right to use ____ nos. Open/Covered/Multi level Car Parking Space (dependent/ independent) on the ____ level of the Building/Project/Complex together with the right to use the common areas/common parts and facilities in common with other allottee(s).

SCHEDULE-‘C’
SEPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SAID APARTMENT)

ITEMS	<i>Specifications</i>
FOUNDATION	Pile Foundation
STRUCTURE	RCC framed structure.
ELEVATION	A unique blend of Modern architecture.
INTERIOR	Conventional brick work with Wallputty on the walls.
ELEVATOR	2 Elevators in each block.
FLOORING	Vitrified tiles in living, dinning, kitchen and all bedrooms.
WATER SUPPLY	24 - hours filtered water supply.
WALL MASONRY	200mm (external). Bricks; 100 mm (Internal). Bricks.
WALL FINISH	Interior – Putty finish walls. Exterior - Combination of antifungal paint.
ROOF	Tiles over waterproofing treatment.
KITCHEN	Granite top platform with stainless steel sink of repute make and glazed tiles dato upto 2ft. height above the platform.
TOILET	Anti skid tiles in floor. Ceramic tiles up to door height. Provision for hot and cold water supply in each toilets. European style water closet. Elegant CP fitting.
DOOR	Entrance and Other Rooms - Flush doors.
WINDOW	Anodized Aluminium windows.
HARDWARE	Hardware fittings of reputed make.
PAINTING	Internal: Wall Putty over internal plaster. External: Plain & Texture Painting and Paints on MS

	Works.
SECURITY	24 hours Security surveillance with CCTV.
PLUMBING AND SANITARY	Soil and Waste Pipes - UPVC pipes of reputed make Sanitary Water Supply: CPVC
EXTRA FEATURES	Air Conditioned Community Hall & Gym.
ELECTRICAL	Copper wiring in concealed conduits. TV cable point in living/dining. Modular switches.

SCHEDULE-'D'
COMMON AREAS, SEPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SAID PROJECT)

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 includes the following :

1.1.1	Sewerage treatment Plant/Water Treatment Plant (if any)
1.1.2	Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
1.1.3	Electrical Transformers, electric wiring meters and panels.
1.1.4	Roads, installations, and security arrangements not exclusive to any Phase.
1.1.5	Drains and sewers from the premises to the Municipal Drains.
1.1.6	Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
1.1.7	Boundary walls of the premises.
1.1.8	Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
1.1.9	Management / Maintenance office if any
1.1.10	Security arrangements with CCTV with Close circuit TV at Ground Floor
1.1.11	Main entrance Gate
1.1.12	Fire Fighting Equipment and Extinguishers and Protection system
1.1.13	Water supply system

1.1.14	Communication system for Intercom
1.1.15	Water pump, the pump room, water reservoir, tube-well (if any), and distribution pipes
1.1.16	Fittings & Fixtures for common area lighting
1.1.17	Intercom facility
1.1.18	Children Play area, toddler's zone
1.1.19	A.C. Community Hall (Banquet) for common use of all the occupants
1.1.20	Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
1.1.21	Visitors Car Parking if any
1.1.22	Indoor Games Room
1.1.23	Multi Gym

LEVEL-2: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

1.2.1	Entrance with ground floor lobby only.
1.2.2	Lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
1.2.3	Elevators
1.2.4	Earmarked area of roof of respective tower demarcated for common use
1.2.5	Overhead Water Tank.
1.2.6	Lifts and their accessories installations and spaces required therefore.
1.2.7	Toilet and shower room on the Ground Floor in some blocks (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the Phases and those that are inside the Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the complex and common to its Apartment Owners and users. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

2. The Owner/Vendor/Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any Phase or part thereof.

SCHEDULE-'E'
(COST OF MAINTENANCE)

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters fresh rain water pipe drain sewerage and water storages tanks and electric wires, motors, and other appliances and passages in or under or upon the building and enjoyed or used by the Purchaser in common with other occupiers of the building and the main entrances passages landing staircase, lift of building enjoyed by the Purchaser or used by him in common and the boundary walls of the building, compound terrace etc.
2. Cost of the cleaning and lighting the passages, landing, staircases, lift and other parts of the building as enjoyed used by Purchaser in common as aforesaid.
3. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
4. Cost of Annual Maintenance Charges for Lift, All Electricity Equipments including Pump, Generator, Motors (if any) and etc.
5. All charges and deposits for suppliers of common utilities.
6. The Purchaser hereby agrees to pay Rs. 18/sq. ft. along with G. S. T. charges as applicable as advance maintenance for the first year to the developer before taking possession of the said unit.
7. The Purchaser further agrees to pay Rs. 12/sq. ft. as maintenance deposit to the developer along with G. S. T. charges as applicable before taking possession of the said unit. The same deposit will be transferred to the Building Society upon its' formation.
8. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project/Complex and every exterior part

thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

9. Keeping the gardens and grounds of the Project/Complex generally in a neat and tide condition and tending and renewing all lawns decorations thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
10. Cleaning as necessary of the areas forming parts of the Project/Complex.
11. Maintaining and operating the lifts of the said of the Project/Complex.
12. Paying all land revenue/khazana for the land of the said Project/Complex and the rates taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees/occupiers of any Apartment.
13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
14. Monthly Electric Bills for All common area and Fuel bills for Generators.
15. Any other expense for common Purpose.

SCHEDULE-'F'
(OTHER CHARGES)

All the following charges to be paid by the Allottee(s) before taking official possession of the said Flat from the Owner/Vendor/Promoter herein and also should get an acknowledgement for the same.

1. Owner/Vendor/Promoter has given opportunity to the Allottee(s) to enjoy the facilities and services of Club and it is mandatory that the flat/Apartment Owners/Allottee(s) shall be a member of the Club and

shall pay one time Club Membership fees of Rs 65,000/- (Rupees Sixty Five Thousand) only along with G. S. T. charges as applicable to Owner/ Vendor/Promoter before taking possession of the Flat and may avail facilities and services of the Club on payment of Annual subscription fees to be decided by the Owner/Vendor/Promoter and the Club member shall adhere to the rules and regulations framed by the Club Authorities. The Club authority shall have the sole and absolute discretion to admit outside members to enjoy the club facilities on payment of charges as may be decided by the club authority from time to time.

2. Owner/Vendor/Promoter has given further opportunity to the Allottee(s) to enjoy the facilities and services of Transformer and Generator and it is mandatory that the Flat/Apartment Owners/Allottee(s) shall pay one time fees of Rs 65/- (Rupees Sixty Five) only per Squire Feet along with G. S. T. charges as applicable to Owner/Vendor/ Promoter before taking possession of the Flat and may avail facilities and services of the Transformer and Generator.
3. That it is mandatory that the flat/Apartment Owners/Allottee(s) shall have to pay one time fees of Rs. 65,000/- (Rupees Sixty Five Thousand) only along with G. S. T. charges as applicable for per Flat to Owner/ Vendor/Promoter for Water Connection Charges before taking possession of the Flat in regard to avail facilities thereof.
4. All applicable charges as time to time claim by the Owner/Vendor/ Promoter.
5. All charges in respect of GST and other taxes, levies, cess, assessments and impositions, as applicable.
6. Legal and Documentation charges of Rs. 11,000/- (Eleven Thousand) Only along with G. S. T. charges as applicable to be paid to the Owner/ Vendor/ Promoter by the Allottee(s).

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Buyer: (including joint buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner/Vendor/Promoter:

Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted and Prepared by me :

**Advocate
HIGH COURT, CALCUTTA.**

ANNEXURES

ANEXURE A	Copy of the proposed layout plan and the Entire Land
ANEXURE B	Copy of the proposed layout plan and the Apartment