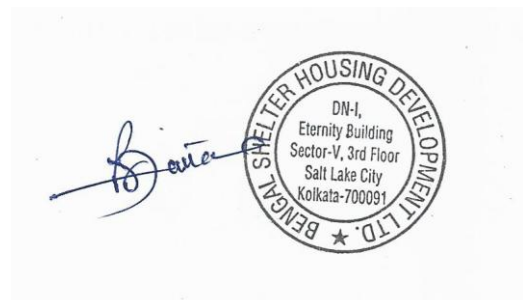


DEED OF CONVEYANCE

1. **Date:**
2. **Nature of Documents:** Deed of Conveyance
3. **Parties:** Collectively the following which will include respective successors-in-interest.



3.1 **Vendor : WEST BENGAL HOUSING BOARD**, (PAN-AAAJW0019K) a Body Corporate constituted under the West Bengal Housing Board Act, 1972 (W.B. Act XXXII of 1972 together with up-to-date amendments of the ACT), having its registered office at 105, S. N. Banerjee Road, Kolkata – 700 014 (represented by the constituted attorney, Bengal Shelter Housing Development Ltd. through its authorized signatory Mr. Bireswar Dutta, son of Late Bichitra Dutta, herein after referred to as The “**BOARD/VENDOR**” of the **FIRST PART**;

3.2 **Purchaser(s):** (1) _____, son of _____, by nationality – Indian, by religion – Hindu, by occupation –Service, (PAN- _____), (2) _____, wife of Mr. _____, by nationality – Indian, by religion – Hindu, by occupation- Service, (PAN-----), both residing at _____-, hereinafter referred to as the **PURCHASER** (both are collectively known as Purchaser) of the **SECOND PART**;

3.3 : **BENGAL SHELTER HOUSING DEVELOPMENT LIMITED, (PAN-AACCB4289R)**, a Joint Sector Company, within the meaning of Section 27A of the West Bengal Housing Board Act, 1972 incorporated under the Companies Act, 1956 having its registered office at previously CB-63, Sector - I, Salt Lake City, Kolkata - 700064, presently Eternity Building, DN-1, 3rd Floor, Sector-V, Salt Lake City, Kolkata-700091, (represented by its authorized signatory, Mr. Bireswar Dutta, son of Late Bichitra Kr. Dutta) hereinafter referred to as the “**DEVELOPER/COMPANY**” of the **THIRD PART**;

Background:

1. The Board being desirous of developing, inter alia, housing projects in urban as well as rural areas of West Bengal through joint sector companies, promoted a joint sector company whereby West Bengal Housing Board has 49.5% stake and active participation in the Board of Directors under Chairmanship of the nominees of West Bengal Housing Board. This special purpose vehicle was created to raise housing stock for the people of limited means in the state.
2. By a notification dated 1st June, 2006 bearing No.283-HI/HG/NTP-2L-9/99(PT.) issued in exercise of the power conferred under Section 29(1) of the West Bengal Housing Board Act, 1972, the Government of West Bengal, Department of Housing, transferred in favour of the Board herein, All that the pieces and parcels of land collectively admeasuring 20 acres more or less, comprised in several Dag numbers situated in Mouza-Reckjuani, J.L.No.13, Police Station Rajarhat, District 24 Parganas(North), forming part of the area known as “New Town, Kolkata”, hereinafter referred to as the “Said Larger Land” and more specifically described in the **First Schedule** hereunder written having absolute right, title and interest in the entirety of the Said Larger Land stood transferred and vested in the name of the Board herein.
3. By virtue of the said notification, a piece of land out of the Said Larger Land admeasuring 5 acres more or less in NEWTOWN Action Area IIB had been allotted to Bengal Shelter Housing Development Ltd. by WBHIDCO through WBHB vide letter No.-3737/HIDCO/ADMN-948/2006 dt.03-08-2006 for developing housing project and the possession of the said plot being No.AA-II/BLK-4 Action Area-IIB, New Town, Kolkata, which is described in the **Second Schedule** hereunder written had been given to Bengal shelter housing Development Ltd and a

Developer's Agreement dated 17th January, 2007, had been executed by West Bengal Housing Board and granted herein the right to develop Said Plot in lieu of the consideration and on the terms and conditions recorded therein.

4. By executing a Power of Attorney dated 17-01-2007, The Board had nominated, constituted and appointed the Developer as their true and lawful attorney and agent, in their name and on their behalf inter alia, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned herein after:-

i) To sign and execute the Deed of Conveyance for transfer and to admit the execution thereof and get such documents duly registered.

ii) To appear before Notary Public, District Registrars, sub-registrars, Registrar of Assurance, Metropolitan and Executive Magistrate and other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein.

5. Thereafter, the Developer duly submitted and obtained from the New Town Kolkata Development Authority, the sanction of the building plan for construction of several residential/commercial buildings on the Said Plot for various income groups, all collectively known as "Teenjanya".

6. As per sanction plan and subsequent modifications thereto, the Developer commenced and completed the construction of each of the aforesaid building/towers along with open and covered car/two wheeler parking spaces as separate segregated and demarcated portions of the Said Plot including:-

(a) The building/tower named "Labnaya" situated at a demarcated portion of the Said Plot admeasuring 7922.284 Sq. mtr. more or less, which is marked as B on Plan-I annexed hereto and hereinafter referred to as the said "Labnaya (HIG) Portion" and more specifically described in Part-I of the Third Schedule hereunder written:

(b) The building/tower named "Banalata" situated at a demarcated portion of the Said Plot admeasuring 4848.473 Sq. mtr. more or less, which is marked as C on Plan-I annexed hereto and hereinafter referred to as the said "Banlata (MIG) Portion" and more specifically described in Part-II of the Third Schedule hereunder written:

(c) the building/tower named "Neera" situated at a demarcated portion of the Said Plot admeasuring 805.811 sq. mtr more or less, which is marked as D on Plan-I annexed hereto and hereinafter referred to as the said "Neera (LIG) Portion" and more specifically described in part-III of the Third Schedule hereunder written:

(d) the said "Service Area" situated at a demarcated portion of the Said Plot admeasuring 5526.026 sq. mtr more or less, which is marked as E on Plan-I annexed hereto and hereinafter referred to as the said "Service Area Portion" and more specifically described in Part-IV of the Third Schedule hereunder written;

(e) the said “Commercial Area” situated at a demarcated portion of the Said Plot admeasuring 836.188 Sq. mtr more or less, which is marked as A on Plan-I annexed hereto and hereinafter referred to as the said “Commercial Portion” and more specifically described in Part-IV of the Third Schedule hereunder written;

Each of the above along with, inter alia, several identified and demarcated common areas, all being part of the complex called “Teenkanya”.

f. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed.

g. The New Town Kolkata Development Authority has issued the Completion Certificate/Part Completion Certificate vide approval dated _____ bearing registration no _____.

h. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Newtown Kolkata Development Authority. The Developer 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;

i. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ on _____ under registration no. _____

j. The above stated Development Agreement and other associated documents executed between the Vendor and the Developer, empower the Developer to allot apartments, vehicle/car parking spaces and various other spaces and areas in the aforesaid project to the prospective allottees and to receive the consideration and other dues for the same, as the Developer may determine from time to time.

k. Pursuant to the application made by the Purchaser for allotment of a residential apartment in the Said _____ Portion, the Developer vide a provisional letter of allotment/Agreement for Sale bearing number _____ and date..... specifically describe in PART-II of the **FOURTH SCHEDULE** hereto agreed to allot an apartment(“**Said Apartment**”) together with right to use the open/covered vehicle parking space(s) thereat, all more specifically described in **PART-II** of the **FOURTH SCHEDULE** hereto, subject to the terms and conditions contained in the said provisional letter of allotment/ Agreement for Sale and as also subject to the general terms and conditions forming part of the said provisional letter of allotment/ Agreement for Sale and further subject to the Purchaser making payment of the amount of consideration as well as the other dues, and the Purchaser has agreed and accepted each of such terms, conditions and stipulations.

l. At or before the, execution of these presents, the Purchaser confirms that he/she /they/it has/have examined and fully satisfied himself/herself /themselves/itself as to, inter alia:

i) the title of the Vendor and the rights of the Developer;

ii) the total area comprised in the Said Apartment;

- iii) the plan sanctioned by New Town Kolkata Development Authority as amended from time to time and subsequent Completion Certificate/Part Completion Certificate issued by New Town Kolkata Development Authority;
- iv) the common parts and portions as stated herein and the reservation of the rights and portions to and unto the Vendor/Developer;
- v) construction and completion of the Said Apartment And Properties Appurtenant Thereto and the materials used and the extent of fit outs therein as also the measurements, dimension and designs and drawings and boundaries thereof; and
- vi) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations in the matter of obtaining the conveyance of the Said Apartment And Properties Appurtenant Thereto as well as the covenants running with the land and the manner and method of its use and enjoyment and the Purchaser has accepted the same without any reservation and shall not make or raise any objection thereto.
- m. The Purchaser further agrees and confirms that:
 - i) Any reference to a statute shall include any statutory extension or modification or enactment of such statute and any rules, regulations or orders made thereunder;
 - ii) Any covenant by the Purchaser not to act or do anything shall be deemed to include his/her/their/its obligation not to permit the said acts or things to be done;
 - iii) **Singular number shall include plural and vice versa;**
 - iv) **Masculine gender shall include feminine and neuter genders and vice versa.**

NOW THIS INDENTURE WITNESSETH as follows:

- I. In pursuance of the aforesaid and in consideration of the payment of the sum as recorded in the memorandum of consideration hereto appended and paid by the Purchaser to the Developer(the receipt whereof the Vendor and the Developer do hereby as also by the memo hereunder written admit and acknowledge) and further in consideration of the Purchaser agreeing and undertaking to observe and perform the terms, conditions, covenants, stipulations, restrictions and obligations including but not limited to those mentioned under the **SEVENTH SCHEDULE** hereto, the Vendor and the Developer do hereby grant, sell, transfer, convey, assign and assure to unto and in favour of the Purchaser All that the Said Apartment(described in **PART-II** of the **FOURTH SCHEDULE** hereunder written) **TOGETHER WITH** the right to use the vehicle parking space(s)(also described in **PART-II** of the **FOURTH SCHEDULE** hereunder written) **FURTHER TOGETHER WITH** undivided individual variable proportionate share, as may be attributable to the Said Apartment, in

the land comprised in the Said ____ Portion hereunder written, all of the above collectively hereinafter referred to as the “**Said Apartment And Properties Appurtenant Thereto**” **FURTHER TOGETHER WITH** the right of use and enjoyment of the common areas and facilities as more specifically described under **PART-I** of the **FIFTH SCHEDULE** hereto along with the co-purchasers and/or occupiers of the said _____ Tower **FURTHER TOGETHER WITH** the right of use and enjoyment of the common areas and facilities as more specifically described under **PART-II** of the **FIFTH SCHEDULE** hereunder written along with the co-purchasers and/or occupiers of the said Labanya Portion, said Banalata Portion and the Said Neera Portion, as the case may be, only upon payment of the common expenses and other costs and charges as may be determined by the Developer and/or any other authorized agency/society/company/governing body constituted in that behalf by the Developer including but not limited to the common expenses described under the **SIXTH SCHEDULE** hereto **TOGETHER WITH** the estate, right, title, interest, property claim and demand whatsoever of the Vendor and the Developer into or upon the Said Apartment And Properties Appurtenant Thereto hereby sold, granted, conveyed, transferred, assigned and assured and/or expressed or intended so to be and every part or portion thereof, to and unto the Purchaser free from all encumbrances, trust, liens, lispendens, attachments thereto **TO HAVE AND TO HOLD** the Said Apartment And Properties Appurtenant Thereto hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or portion thereof **SUBJECT TO** the manner of use thereof as stipulated herein **FURTHER SUBJECT TO** the payment in perpetuity by the Purchaser of all the common expenses and the municipal and other rates and taxes, costs, charges and expenses as may be ascertained by the Developer or by the Facilities Management Agency as the case may, including those specified under the **SIXTH SCHEDULE** hereunder written **AND FURTHER SUBJECT TO** the observance, performance and compliance by the Purchaser of all the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations as hereby and hereunder agreed by the Purchaser to be observed and performed including but not limited to those contained in the said provisional letter of allotment together with the terms and conditions governing the same as also those described under the **SEVENTH SCHEDULE** hereunder written.

II. THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:

- i) That the interest professed to be transferred, conveyed and granted hereunder subsists and that the Vendor or the Developer have not at any time done, carried out or cause to be done any act, deed or thing save those stipulated herein.
- ii) That subject to the observance and performance by the Purchaser of all the terms, conditions, restrictions and obligations, stipulated and/or contained herein as covenants running with the land and upon the Purchaser contributing and paying the charges and expenses herein reserved in

perpetuity and also subject to the Purchaser paying and discharging all taxes and impositions in respect of the Said Apartment And Properties Appurtenant Thereto, it shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly hold, possess, use and enjoy the Said Apartment And Properties Appurtenant Thereto in the manner intended and to receive the rents, issues and profits there from and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from, of or by the Vendor or the Developer or any person claiming through, under or in trust for them.

III. THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDOR AND THE DEVELOPER as follows:-

- i) The Purchaser hereby confirms and undertakes that the maintenance, upkeep and administration of the Said _____ Portion and the Specified Common Area including the facilities, utilities and equipments installed thereat, collectively hereinafter referred to as the “**Maintenance Areas**” and collection of the maintenance charges etc. from the purchasers of the several apartments thereat shall be carried out by the Developer and/or the Facilities Management Agency to be appointed by the Developer or the Association as described hereinafter. Such Facilities Management Agency shall be accountable to the Developer and after the Association is duly constituted, to such Association. The Purchaser shall be obliged to pay all the costs, charges and expenses incurred for this purpose as also for the maintenance and upkeep of the Maintenance Areas including the fees of such Facilities Management Agency, without any objection whatsoever.
- ii) The Purchaser shall, within 18th months from the date of Issuance of Completion Certificate / Part Completion Certificate (Or such other certificate by whatever name called issued by the competent authority) form an Association of the respective apartment owners of the building/tower comprised in the Said _____ Portion (herein referred to as the “**Association**”) and it shall be incumbent upon the Purchaser to join such entity as a member and pay the necessary subscription or membership amounts together with the proportionate costs and expenses for formation of the same. Each apartment at the building/tower situated in the Said _____ portion shall represent one share, irrespective of the number of persons owing it and irrespective of the same person owing more than 1 (one) apartment. A tenant or licensee of the Purchaser shall not be entitled to become such a member. Further, the Purchaser shall not form any association with the other Co-owners and/or occupiers of the several apartments.
- iii) Such Association shall always manage and maintain each of the areas comprising the Maintenance Areas, only through the agencies of a professionally qualified facilities management agency to be appointed by the Developer or such Association (herein referred to as the “**Facilities Management Agency**”) and it specially clarified that until formation of such

Association, the Developer shall manage and maintain the Maintenance Areas either itself or through a Facilities Management Agency, at its discretion.

- iv) Upon formation of the Association, the Developer will, in due course, transfer to the Association all the Vendor's and/or the Developer's rights and obligations with regard to the common purposes and shall also transfer the residue, if any then remaining, of the corpus deposit, made by the Purchaser for the common purposes, after adjusting all amounts then remaining due and payable by the Purchaser to the Developer. The amounts thus transferred shall be held by the Association on behalf of and on account of each of the purchasers. The Purchaser undertakes to make good and pay to the Association all such amounts that may have been adjusted as aforesaid by the Developer from the said corpus deposit.
- v) The Service Area shall be used in common by the co-owners of the Said Labnaya (HIG) Banalata (MIG) Portion and the Said Neera (LIG)_ Portion and specifically only for the purpose of egress and ingress to their respective apartments and in which only each of the co-owners of the Said Labnaya,Banalata, Neera Portion shall have an undivided individual variable proportionate share, as may be attributable to their respective apartment.
- vi) The Purchaser will only have the right to user of the Electrical Transformer, RMU, LT Panels with the feeder cables as are installed in the Service Areas(which Service Areas are more specifically described in **PART-II** of the **FIFTH SCHEDULE** hereunder written) which shall collectively serve the Said Labnaya (HIG),Banlata(MIG) Portion, the Said Neera(LIG) Portion, and the other portions of the Said Premises in such a manner as shall be determined by the Developer, subject to payment of the necessary costs and expenses by the Co-owners of each of such portions and/or areas and the Purchaser undertakes not to object to the same, it being clarified that the Purchaser shall have no claim. Right or interest of any nature whatsoever in respect of or over the other facilities, utilities, equipments etc. installed at the Service Areas, irrespective of the fact that the same may be used by the owners and occupiers of the aforesaid other portions of the Said Premises. It is also Clarified that the Diesel Generator install in the said portion is only for the use of Labanya (HIG) portion .Purchaser of other portion are not entitled to use the facility of such Diesel Generator. However the maintenance of the said DG set will be the responsibility of the Purchaser(S) of said Labanya Portion .
- vii) The Purchaser shall also observe and perform each of the stipulations, restrictions and/or obligations as stated under the **SEVENTH SCHEDULE** hereto as the covenants running with the land.

- viii) The right of the Purchaser shall remain restricted to the Said Apartment and Properties Thereto only and the Purchaser shall have no right nor shall claim any manner of right over or in respect of any other part or portion of the Said Premises.
- ix) The Purchaser undertakes, covenants and agrees that the Developer shall have the absolute and unfettered right and authority to deal with and/or dispose of the open and covered vehicle parking spaces and other spaces in the Said _____ Portion(save and except only such spaces in respect whereof the Purchaser has been specifically granted any right(s) under this deed) in such manner, including granting the right of user thereof in favour of third parties and in lieu of such consideration as the Developer may deem fit and proper and the Purchaser shall not object to the same in any manner or on any ground whatsoever.
- x) Further, all such areas over which the Purchaser has no right, shall be under the exclusive ownership, control, use and possession of the Developer and the Developer shall be entitled to dispose of and/or deal with the same in such manner and in lieu of such consideration as it may deem fit and proper and the interest of the Purchaser herein shall be subject to such right of the Developer.
- xi) The Purchaser shall not be entitled to any vehicle parking space unless specifically allotted under this deed.
- xii) The Purchaser shall deposit with the Developer and upon its formation with the Association or the Facilities Management Agency, as the case may be, all the amounts as may be determined by the Developer or the Association or the Facilities Management Agency as the case may be, towards the liability for the rates and taxes and other outgoings.
- xiii) The Purchaser shall pay the charges for electricity and other utilities in or relating to the Said Apartment wholly and proportionately relating to the common parts and areas including the Maintenance Areas.
- xiv) All repairs and maintenance of any kind as may be desired by the Purchaser inside the Said Apartment shall be carried out only by persons authorized or provided by the Developer and/or the Association and or the Facilities Management Agency as the case may be, and the Purchaser shall be liable to pay and bear such amounts that the Developer and/or the Association and or the Facilities Management Agency may reasonably determine from time to time towards their charges for administration of such repair works.
- xv) In case the Purchaser has obtained a housing loan from a financial institution/bank on the basis of the aforesaid provisional letter of allotment for purchasing the Said Apartment against mortgage

of the Said Apartment, this deed shall mean and understood to be subject to such charge or mortgage.

IV. IT IS FURTHER AGREED AMONGST THE PARTIES HERETO THAT:-

- a) The purchaser of the apartments at the Said ____ Portion will be entitled to use the recreational area comprised in portions of the ground/first floor of the _____ Tower (collectively hereinafter referred to as the “**Recreational Area**”) but against payment of the charges as may be determined by the Developer and/or the Managing Committee(as defined hereafter) and /or an autonomous body which may be formed for the administration, including but not limited to payment of a non-refundable, non-adjustable, and non-transferable membership fee for user of the said Recreational Area.
- b) After formation of the Association, the Association shall form a managing committee comprising members from the Association(“**Managing Committee**”) for conducting the affairs of and managing the Recreational Area, such Managing Committee shall have the right to levy and recover monthly and user charges as may be necessary to defray the expenses of upkeep, maintenance and operation of the Recreational Area and its facilities. Until such Managing Committee is formed, the Developer shall have the right to operate and manage the Recreational Area and to levy and recover such charges and the Purchaser shall be compulsorily required to make payment of the same.
- c) On the failure of the Purchaser to regularly pay the charges, subscription etc. in respect of the Recreational Area, the Developer and/or the Managing Committee and/or the said autonomous body, if any formed for the administration of the Recreational Area, will be entitled to restrict the Purchaser’s entry to the Recreational Area and withdraw all Recreational Area privileges to the Purchaser and the Purchaser hereby gives his/her/their/its unfettered consent to the same.
- d) The purchaser hereby fully empowers and authorizes the Developer and/or the Managing Committee and/or the autonomous body, if any formed for the administration of the Recreational Area, to frame the rules and regulations for the governance, administration and functioning of the Recreational Area and the Purchaser undertakes to abide by and be bound by such rules and regulations, without any objection.

THE FIRST SCHEDULE ABOVE REFERRED TO
(“Said Larger Land”)

All that the pieces and parcels of land collectively admeasuring 20 acres more or less comprised in several Dag numbers R.S. Plot Nos.2429(P), 2407(P), 2408(F), 2428(F), 2427(F), 2426(P), 2425(P), 2424(F), 2409(F), 2423(P), 2529(P), 2441(P), 2421(F), 2420(F), 2419(F), 2542(P), 2518(F), 2517(F), 2514(P), 2516(P), 2515(P), 2522(P), 2523(P), 2524(P), 2519(F), 2521(F), 2520(F), 2418(F), 2417(F), 2410(F), 2411(F), 2401(F), 2402(P), 2400(F), 2412(F), 2413(F), 2416(F), 2414(F), 2415(F), 2527(F),

2528(F), 2529(F), 2530(F), 2531(F), 2526(F), 2525(P), 2532(F), 2533(F), 2534(F), 2538(F), 2539(P), 2396(F), 2395(F), situated in Mouza Reckjuani, J.L.No.13, Police Station Rajarhat, District 24 Parganas(North). The 20 Acres land is one of the Block assigned by the West Bengal HIDCO as per Town and Country Planning & Development Act, 1994, Govt. of West Bengal and under the possession of West Bengal Housing Board in New Town Project area as HIDCO premises No.'AA' in Action Area-IIB.

THE SECOND SCHEDULE ABOVE REFERRED TO
(“Said Plot”)

All that the pieces and parcels of land admeasuring 5.00 acres more or Less being a demarcated portion of the Said Larger Land(which is more specifically described under the first SCHEDULE herein above written) and forming part of Premises No.AA, Action Area-IIB/BLK, Layout Plot No.4, New Town, Kolkata and butted and bounded as follows:-

NORTH : Land of Bengal Peerless H.D. Co. Ltd.

SOUTH : Land of Ordinance Factory Board.

EAST : 24 M wide HIDCO Road

WEST: HIDCO Drainage Canal

THE THIRD SCHEDULE ABOVE REFERRED TO
PART –I

(“Said Labanya Portion”)

All that the pieces and parcels of land admeasuring 7922.284 Sqr. Mtr. more or less hatched **RED** on Plan-I annexed hereto) being a demarcated portion of the land collectively comprised in the Said First Plot and the Said Second Plot(which are respectively more specifically described in **PARTS-I** and **II** of the **SECOND SCHEDULE** herein above written) together with the building/ tower standing thereon named “**Labanya** ”.

PART –II

(“Said Banalata Portion”)

All that the pieces and parcels of land admeasuring 4848.373 Sqr. Mtr. more or less hatched **GREEN** on Plan-I annexed hereto) being a demarcated portion of the land collectively comprised in the Said First Plot and the Said Second Plot(which are respectively more specifically described in **PARTS-I** and **II** of the **SECOND SCHEDULE** herein above written) together with the building/ tower standing thereon named “**Banalata** ”.

PART –III

(“Said Neera Portion”)

All that the pieces and parcels of land admeasuring 805.811 acres more or less hatched **BLACK** on Plan-I annexed hereto) being a demarcated portion of the land collectively comprised in the Said First Plot and the Said Second Plot (which are respectively more specifically described in **PARTS-I** and **II** of the

SECOND SCHEDULE herein above written) together with the building/ tower standing thereon named “**Neera**”.

PART –IV
(“Service Area Portion”)

All that the pieces and parcels of land admeasuring 5586.504 acres more or less hatched **BLUE** on Plan-I annexed hereto) being a demarcated portion of the land collectively comprised in the Said First Plot and the Said Second Plot(which are respectively more specifically described in **PARTS-I** and **II** of the **SECOND SCHEDULE** herein above written) together with the building standing thereon named **Service Area**.

PART –V
(“Commercial Area”)

All that the pieces and parcels of land admeasuring 733.312 Sqr. Mtr. more or less hatched **YELLOW** on Plan-I annexed hereto) being a demarcated portion of the land collectively comprised in the Said First Plot and the Said Second Plot(which are respectively more specifically described in **PARTS-I** and **II** of the **SECOND SCHEDULE** herein above written) together with the building standing thereon named **Commercial Area**.

THE FOURTH SCHEDULE ABOVE REFERRED TO

PART –I
(CONSIDERATION)

Consideration for sale price of the said unit amounting to **Rs. _____/- (Rupees _____ only)** (**Flat & Car Parking cost**) for the said apartment and the properties appurtenant thereto, paid by the purchaser to the company in full and final satisfaction and the company doth hereby admit and acknowledge the same.

PART –II

ALL THAT the residential **Flat being No.____, Tower No.____, on the _____Floor**, contained super built up area of **____ sq. ft.** of the **____**, Cluster of project “**TEENKANYA**” together with exclusive right to use one **Covered** car parking space being No.____ situated on the **_____** Portion together with proportionate share in land underneath upon which the said building situated at **New Town, Action Area II-B BLK/4, Kolkata – 700 161, Police Station-Rajarhat, District – 24 Parganas (North)**.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Portion/Areas and/or Facilities)

PART –I

- (1) Entrance lobby on the ground floor of the _____ Tower;
- (2) Staircases on all the floors of the _____ Tower;
- (3) Staircase landings on all the floors of the building _____ Tower;
- (4) Common passages and lobbies adjoining the lift space on all floors of the _____ Tower;

- (5) Water pump, overhead water tank, water tank on the roof of the _____ Tower, water pipes and other common plumbing installation and overhead and underground water reservoirs;
 - (6) Lift/s;
 - (7) Lift machine room on the roof of the _____ tower;
 - (8) Fire fighting pumps and systems of the common areas;
 - (9) Plumbing, vertical stacks and shafts;
 - (10) Feeder cable, transformers, LT switches, meters and individual electrical meters;
 - (11) Drainage and swag system;
 - (12) Recreational Area comprised in portions of the first floor/Ground Floor of the _____ tower and all equipment and interior fit outs therein subject to observance and performance of the restrictions, terms and conditions as stated in these presents;
 - (13) Ultimate roof of the _____ building/tower;
 - (14) All Light fittings and other fittings Fixture etc installed in the Common Area
- It being clarified that save and except the common portions, common areas and common facilities mentioned hereinabove, all other portion and/or areas and/or facilities and/or the open or covered areas meant for vehicle parking or otherwise shall not and do not form part of the common areas and/or common facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as stipulated in Clause hereinabove.

PART –II

- 1) Driveway and pathway, forming the Service Area Marked as E and hatched in Blue on Plan-I annexed hereto;
- 2) Boundary Wall, Main Gate and Security Room in the Main Gates
- 3) Generator, Electrical Transformer, RMU and LT Panels with the feeder cables and the common fire fighting pumps installed at the Service Areas subject to observance and performance of the terms and conditions as stated in these presents.

It being clarified that save and except the common portions, common areas and common facilities mentioned hereinabove, all other portions and/or areas and/or facilities and/or the open or covered areas meant for vehicle parking or otherwise shall not and do not form part of the common areas and/or common facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as stipulated in Clause III(x) hereinabove.

THE SIXTH SCHEDULE ABOVE REFERRED TO **(Common Expenses)**

- (1) Repairing rebuilding, improving as necessary and keeping the Maintenance Areas and very exterior part thereof in good and substantial order and condition and renewing all work or damaged parts thereof.
- (2) Painting with quality paint as often as may in the opinion of the Developer or the Facilities Management Agency or the Association, be necessary and in a proper and workman like manner, all the wood, metal, stone and other work of the Maintenance Areas and the external surfaces of all exterior doors of the _____ tower and decorating and coloring all such parts of the Maintenance Areas and the _____ tower as usually are or ought to be.
- (3) Keeping the gardens and grounds of the Said _____ Portion in a neat and tidy condition and tending and renewing all lawn, flowers, beds, shrubs, trees forming part thereof as necessary and maintaining/reinstating any boundary wall, hedge or fence.
- (4) Keeping the driveways, passages and pathways in good repair and clean and tidy and edged where necessary and cleaning the same.
- (5) Cost of clearing, repairing, reinstating any drains and sewers forming part of the Maintenance Areas and the _____ tower.
- (6) Paying such workers as may be necessary in connection with the upkeep of the Maintenance Areas and the _____ tower.
- (7) Insuring against any risks.
- (8) Cleaning as necessary, the external walls and windows(not forming part of any apartment) in the property as may be necessary and also the Maintenance Areas, passages, landings, stair cases and all other common parts of the Said _____ Portion and the _____ tower.
- (9) Operating maintaining and(if necessary) renewing the lighting apparatus from time to time of the Maintenance Areas and the _____ tower and providing such additional lighting apparatus as the Developer or the Facilities Management Agency or the Association may think fit.
- (10) Maintaining and operating the lift/s.
- (11) Providing and arranging for removal of rubbish.
- (12) Paying all rates, taxes, duties, charges, assessments and outgoings whatsoever including electricity charges (whether central, state or local) assessed charged or imposed or payable in respect of the Maintenance Areas of any part thereof excepting in so far as the same are the responsibility of the individual owners of any apartment.

- (13) Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Said _____ Portion or any part thereof so far as the same is not the liability of or attributable to the individual owner of any apartment.
- (14) Generally managing and maintaining the Said _____ Portion and protecting the amenities in the Maintenance Areas and for the purpose employing any contractor and enforcing lawfully or attempting to enforce lawfully the observance of the covenants on the part of the occupants of any of the apartment.
- (15) Engaging qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount for the period to which the accounts relates.
- (16) Complying with the requirements and directions of any competent authority and with the provisions of all the statues and all regulations, orders and bye-laws made there under relating to the Said _____ Portion and the Maintenance Areas excepting those which are the responsibility of the owner/occupier of any apartment.
- (17) The purchase, maintenance, renewal and insurance of fire fighting appliances as the Developer or the Facilities Management Agency or the Association may, from time to time, consider necessary.
- (18) Administering the management of the staff and complying with all relevant regulations and order there under and employing, whenever necessary, suitable persons or firms to deal with these matters and disengage them when required.
- (19) The purchase, maintenance, renewal of any other equipment and the provisions of any other service which in the opinion of the Developer or the Facilities Management Agency or the Association it is reasonable to provide.
- (20) Such amounts to be fixed periodically, as shall be estimated by the Developer or the Facilities Management Agency or the Association as the case may be, and whose decision shall be final, to provide for reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Restrictions on and Obligations of the Purchaser)

The Purchaser undertakes, confirms and guarantees:-

- a) To co-operate with the other apartment owners and the Vendor/Developer/ Association/ Facilities Management Agency in the management and maintenance of the Said _____ Portion and the said Maintenance Areas.

- b) To observe the rules framed from time to time by the Developer and/or the Association upto its formation and/or Facilities Management Agency for quiet and peaceful enjoyment of the said _____ tower as a decent residential building.
- c) To allow the Developer or the aforesaid entities or their respective representatives with or without workmen, to enter into the Said Apartment And Properties Appurtenant thereto for the purpose of maintaining, repairs, re-building and for keeping in good order and condition any of the electrical lines, water lines, pipe lines or any other elements, without any objection by the Purchaser.
- d) To regularly and punctually pay and discharge to the Developer or the Facilities Management Agency or the Association as the case may be all rates, taxes, maintenance charges, common expenses, impositions and all other outgoings in respect of the Said Apartment And Properties Appurtenant Thereto and also proportionately for the common areas and/or portions including such expenses as described under the **SIXTH SCHEDULE** hereinabove written, in advance within the 7th (Seventh) day of every month according to the English calendar.
- e) The proportionate rate payable by the Purchaser for the common expenses shall be determined by the Developer and/or the Facilities Management Agency and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of accounts of the apportionment of charges as prepared by the Developer and/or the Facilities Management Agency and/or the Association shall be conclusive and final and the Purchaser shall not be entitled to dispute or question the same.
- f) The maintenance and common expenses directly attributable to the Said _____ Portion shall be proportionately divided amongst the co-owners of the several apartments of the Said _____ Portion, all to be determined by and payable to the Developer and/or the Association, upon its formation, and further the other maintenance and common expenses which are common to both the Said _____ Portion and the Said _____ Portion including in respect of the Specified Common Area and the facilities and utilities thereat, if any, as also all the other unallocable expenses shall be proportionately divided amongst the co-owners of the several apartments comprised in the Said _____ Portion and the Said _____ Portion, all to be determined by and payable to the Developer and/or the Association, upon its formation, and the Purchaser undertakes to make payment of each of the aforesaid amounts without any objection whatsoever or howsoever.
- g) Operating and maintenance expenses for utilities which are common to the Said _____ Portion and the Said _____ Portion any specific shall be borne by the co-owners of the

Said _____ Portion and the Said _____ Portion, and such method of calculation and allocation is hereby accepted and confirmed by the Purchaser.

- h) It is agreed and understood that the Purchaser shall have no manner of right, title or interest in respect of the Said _____ Portion and/or any other part or portion of the Said Premises including but not limited to any part or portion of the Said Service Area (each of which the Developer shall be entitled to deal with and/or dispose of in such manner and in lieu of such consideration as the Developer may deem fit and proper) and/or in any part or portion of the said Service Areas and/or the equipments or utilities installed threat save the right to receive certain common services from the said Service Areas as specifically stipulated therein subject to payment of the necessary costs and expenses to the Developer and/or facilities management agency/association of the aforesaid other portion of the Said Premises.
- i) The Purchaser shall sign and execute such papers and documents, grant such authorities and render such co-operation as may be required by the Developer and/or the Facilities Management Agency and/or the Association as the case may be, for common purposes and/or in the common interest of all the co-owners and/or in pursuance thereof.
- j) It is agreed and understood that co-owners of the Said _____ Portion shall be entitled to free egress and ingress over and in respect of the Specified Common Area only for the purpose of accessing the said _____ tower and the Purchaser shall not object to the same.
- k) So long as each apartment in the said _____ tower is not separately assessed and mutated, the Purchaser shall be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the Said _____ Portion, such proportion to be determined by the Developer or the Facilities Management Agency or the Association as the case may be, on the basis of the super built up area of the Said Apartment.
- l) The purchaser shall be responsible and liable to apply for and obtain separation and mutation of the Said Apartment in the records of the concerned authorities including incurring all the costs and expenses in respect thereof and shall similarly remain responsible and liable for the consequences of non-observance of this clause.
- m) Till the separate assessment of the Said Apartment for the purpose of municipal rates and taxes to let out or part with possession of the Said Apartment only after prior information in writing to the Developer or the Facilities Management Agency or the Association as the case may be, of the full particulars of the occupant and rent and all other charges and benefits receivable by the Purchaser in respect thereof, to the extent necessary for assessment of the liability for rates taxes and other impositions, it being clarified that in case of sale, even after

such separate assessment, prior information of intention to transfer along with details of the transferee shall be necessary.

- n) The Purchaser shall, transfer or assign the Said Apartment And Properties Appurtenant Thereto to any person or party strictly on the terms and conditions as laid down herein, and shall not induct or invite any person or party to the Said Apartment And Properties Appurtenant Thereto, who may cause any infringement or violation of the terms or conditions of sale hereunder.
- o) In case the Purchaser defaults or delays in making payment of any of the expenses including those stated herein, then the Developer or the Facilities Management Agency or the Association as the case may be, shall also be entitled to withhold all utilities and facilities to the Purchaser and/ or the Said Apartment And Properties Appurtenant Thereto including electricity, water supply, user of lift and/or other services, during the time that the Purchaser is in default. In addition, the Said Apartment And Properties Appurtenant Thereto shall be deemed to be charged in favour of the Developer or the Facilities Management Agency or the Association as the case may be, for all such amounts falling due together with interest thereon.
- p) In case the Developer or the Facilities Management Agency or the Association as the case may be, condone the default or delay of the Purchaser, then and in such an event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Developer and/or the Facilities Management Agency and/or the Association together with interest thereon at the rate of 2% (two percent) per month for the period of delay/default on all amounts remaining unpaid further together with reconnection charges.
- q) Not to sub-divide the Said Apartment or any portion thereof and/or the vehicle parking space, if any allotted, or any portion thereof.
- r) Not to sell or transfer or grant the right in the vehicle parking space, if any, granted under this deed in favour of any person or party save and except to the co-owners of the Said _____ Portion.
- s) Not to do any act deed or thing or obstruct the construction and completion of the said _____ tower and the said _____ tower in any manner whatsoever, notwithstanding any temporary hindrance in the Purchaser's enjoyment of the Said Apartment And Properties Appurtenant Thereto.

- t) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Apartment or any part or portion thereof or in any part or portion of the Said _____ Portion or the said _____ tower or in the Specified Common Area or in any of the common areas save at the places indicated thereof.
- u) Not to keep or allow to be kept or stored or brought into the Said Apartment and/or the vehicle parking space, if any, or any of the common areas, any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said _____ tower or any portion thereof or any fittings or fixtures thereof including windows, doors, floors etc. in any manner and not to block any common area of the building or the Said _____ Portion or the Specified Common Area in any manner.
- v) Not to keep any heavy article or thing or operate any machine as is likely to endanger the structure of the said _____ tower or damage the floor or roof or outer walls of any unit.
- w) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability and/or construction of the said _____ tower or any part thereof.
- x) Not to fix or install air conditioners other than split/package air conditioners in the Said Apartment and only at the places which have been specified in the Said Apartment for such installation.
- y) Not to do or cause anything to be done or be a party to any act or conduct or around the Said Apartment which may cause or tend to cause or tantamount to cause or affect or damage the flooring or ceiling of the Said Apartment or of any unit adjacent to or over/below the Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or of any open passages or amenities available for common use.
- z) Not to damage or demolish or cause to be damaged or demolished the Said Apartment and/or the vehicle parking space, if any, or any part thereof of the fittings and fixtures thereto.
- aa) Not to close or permit the closing of verandas or lounges or balconies or lobbies or common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the external doors and windows of the Said Apartment, which in the opinion of the Developer or the Association, differs from or is in deviation from the colour scheme of the said _____ tower or may affect the elevation in respect of the exterior walls of the said _____ tower.
- bb) Not to permit any new window, light opening, doorway, path, passage, drain or other encroachment or easement to be made in the Said Apartment.

- cc) Not to install or fix grills outside the Said Apartment, the designs of which have not been suggested or approved by the Developer or the Association.
- dd) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said Apartment or any part of the said _____ tower or cause increased premium to be payable in respect thereof, if the said _____ tower is insured.
- ee) Not to make any structural additions and/or alterations in the Said Apartment.
- ff) Not to use the Said Apartment or permit the same to be used for any purpose whatsoever other than for residential purpose and not to use or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other portions of the Said Premises or to the owners and occupiers of the neighbouring premises.
- gg) Not to use the Said Apartment for any illegal or immoral or as a boarding house, club house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place of for any commercial or industrial activities whatsoever.
- hh) Not to keep in the vehicle parking space, if allotted, anything other than a private medium sized motor car or two wheeler and not to raise or put up any kutcha or pucca construction, grilled wall/ enclosures thereon or any part thereof and to always keep the same open and not to permit any person to stay/dwell or store any articles therein.
- ii) Not to use the allocated vehicle parking space, if any, or permit the same to be used for any other purpose whatsoever other than parking of the Purchaser's motor car or two wheeler, as the case may be.
- jj) Not to park or allow his/her/their/its vehicle to be parked in the pathway or open spaces of the Said _____ Portion or the Service Area or any portion thereof or at any other space except the space, if any, allotted to the Purchaser.
- kk) To carry out any interior or other works in the Said Apartment only between 9 a.m. to 6 p.m. on working days, it being expressly agreed and understood that since the said _____ tower will comprise of multiple units, the Purchaser shall ensure that the work to be carried out by the Purchaser shall not cause any annoyance and/or nuisance to the other occupants.
- ll) To use only those common areas as are mentioned in **PARTS-I and II** of the **FIFTH SCHEDULE** hereto, all in common with the other occupiers of the Said _____ Portion and

the Said _____ Portion as may be applicable and not to damage, destroy or disfigure any of the utilities and/or facilities nor to use or employ the common areas, common facilities and/ or common utilities in any manner not intended to be used or employed.

- mm) The right of the Purchaser shall remain restricted to the Said Apartment And Properties Appurtenant Thereto only and the Purchaser shall have no right nor shall claim any right over and in respect of any other covered and/or open spaces, the right or interest over which has not been specifically been granted under this instrument.
- nn) The undivided share in the land comprised in the Said _____ Portion shall always remain impartible and variable.
- oo) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Apartment in perfect condition and repair so as not to cause any damage to the said _____ tower or to any other space or accommodation therein and to keep the Vendor, the Developer and other occupiers of the said _____ tower indemnified from and against the consequences of any damage arising there from.
- pp) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Apartment and/or the said _____ tower save at the place and in the manner expressly permitted in writing by the Developer or the Association, as the case may be.
- qq) Not to affix or draw any wires, cables, pipes etc. from and to or through any of the common areas or other units.
- rr) Not to hang or dry any linen or clothes in or upon the windows, balconies and other portions which may be exposed, in a manner such that it may be visible to outsiders.
- ss) The Purchaser shall have only the right to use and enjoy the common parts as more specifically mentioned in **PARTS-I** and **II** of the **FIFTH SCHEDULE** hereto and only the proportionate right and interest in the Said _____ Portion, along with the other co-owners of the _____ Portion and shall not do any act, deed or thing which may in any way prevent and/or restrict the rights and liberties of the Developer or the other co-owners.
- tt) Not to claim any right of user/common use or any other right of any nature whatsoever over such areas, which are under the exclusive ownership, control, use and possession of the Developer, who shall be entitled to dispose of and/or deal with the same in such manner and in lieu of such consideration as the Developer may deem fit and proper.
- uu) Not to claim any right of pre-emption or otherwise regarding any of the other apartments and/or any other parts/portions of the Said _____ Portion or the said _____ tower.

vv) To work in co-ordination with the co-owners of the several other parts and portions of the Said Premises in the common interest of maintaining the complex.

ww) The complex constructed at the Said Premises shall always be known as “TEENKANYA” and the building where the Said Apartment is situated shall always be known as “_____” and the Purchaser shall not be entitled to change such names at any point of time.

IN WITNESS WHEREOF the parties hereto have executed and delivered this instrument of conveyance on the date mentioned above written.

Executed and Delivered by the
By the **VENDOR**
In the presence of :

For West Bengal Housing Board

1.

2.

(Authorised Signatory)
Bengal Shelter Housing Development Ltd.
Constituted Attorney to West Bengal Housing Board)

Executed and Delivered by the
By the **Purchaser**
In the presence of :

1.

2.

Purchaser(s)

Executed and Delivered by the
By the **Developer/Company**
In the presence of :

For Bengal Shelter Housing Development Ltd.

1.

2.

(Authorized Signatory)

MEMO OF CONSIDERATION

By several cheques of different denominations drawn in favour of the Company on behalf of Vendor on diverse dates between _____ and _____

(Rupees _____) only

Witnesses:

1.

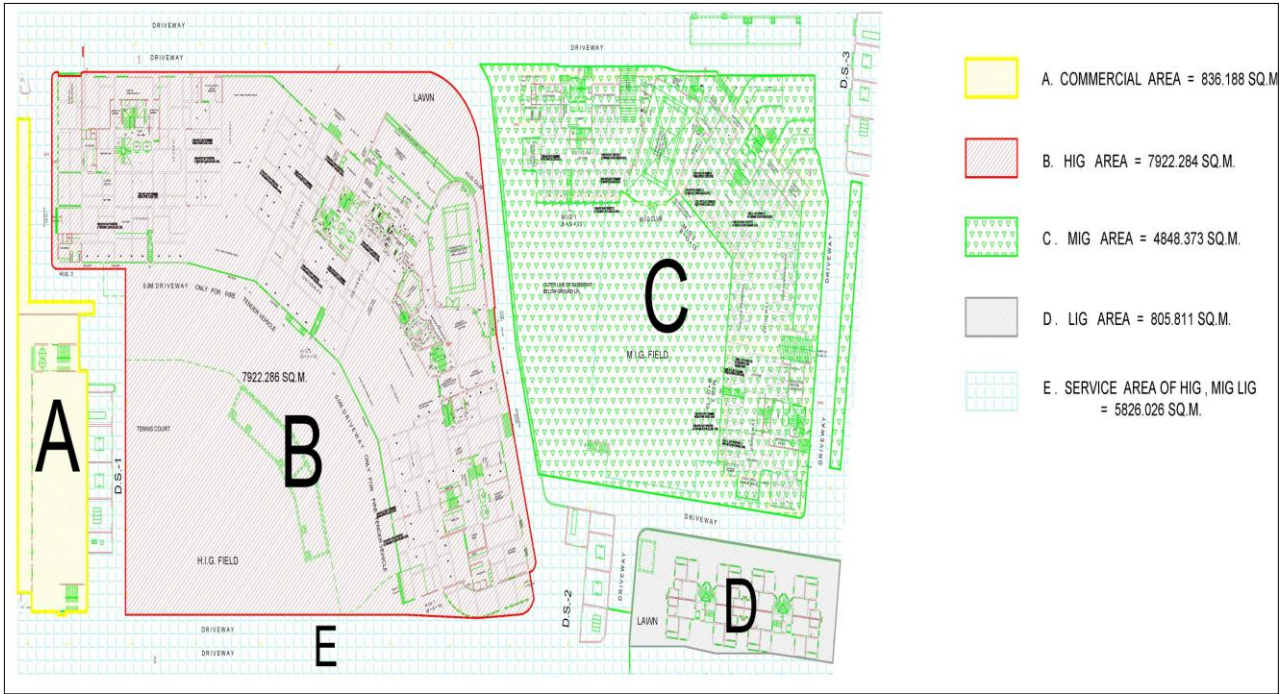
2.

Authorized Signatory of
Bengal Shelter Housing Development Ltd.

Drafted and prepared by

Advocate

Regn. No. _____



Baner

BENGAL SMELTER HOUSING DEVELOPMENT LTD. ★
 DN-1,
 Eternity Building
 Sector-V, 3rd Floor
 Salt Lake City
 Kolkata-700091