

Deed of Conveyance

THIS DEED OF CONVEYANCE ("Deed") is made on this the ____ day of
_____20_____.

BY AND BETWEEN

WEST BENGAL HOUSING BOARD, (PAN: AAAJW0019K) a Statutory Body Corporate constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972), having its office at 105, S. N. Banerjee Road, District: Kolkata, Police Station: Taltola, Post Office: Taltola, Kolkata-700014, West Bengal, India, (represented by its **Constituted Attorney, BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, vide a registered Power of Attorney, being no. 190103379 for the year 2020, dated 8th September, 2020, **(PAN: AABCB0977F)** registered in Book No. I, Vol. No. 1901-2020, pages 231870 to 231898, in the office of Additional Registrar of Assurances-I, Kolkata, a Joint Sector Company, incorporated under the Companies Act, 1956 (as amended from time to time) and having its Registered Office at



"Vishwakarma", 86C, Topsia Road (South), District: 24 Parganas (South), Police Station: Topsia, Post Office: Tangra, Kolkata-700046, West Bengal, India, (BAHDL)) through its **Authorized Signatory**, Mr. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of Mr. _____, authorized vide Board Resolution dated _____, (hereinafter referred to as the "**OWNER**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **ONE PART**:

AND

BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED, (PAN: **AABCB0977F**), a Joint Sector Company incorporated under the Companies Act, 1956 (as amended from time to time) and having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), District: 24 Parganas (South), Police Station: Topsia, Post Office: Tangra, Kolkata-700046, West Bengal, India, (BAHDL) through its **Authorized Signatory**, Mr. _____, (PAN: _____), (Aadhaar No. _____), (Mobile No. _____), son of Mr. _____, authorized vide Board Resolution dated _____, (hereinafter referred to as the "**PROMOTER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, and permitted assignees); of the **SECOND PART**:

AND

(1) _____ (PAN: _____), (Aadhaar No.: _____), (Mobile No.: _____) son/daughter/wife of _____, by nationality: _____ Citizen, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, West Bengal, India **AND (2)** _____ (PAN: _____), (Aadhaar No.: _____), (Mobile No.: _____) son/daughter/wife of _____, by nationality: Indian Citizen, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, West Bengal, India hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**:

The Owner, Promoter and the Purchaser shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

A. The Owner and Promoter have represented to the Purchaser that:

- (i) By virtue of several Deeds of Conveyance of different dates, the Owner purchased several pieces and parcels of land measuring in aggregate **2.07 Acres** [equivalent to **8376.99 Square Meter**] [equivalent to



90169.20 Square Feet] [equivalent to **207.02 Decimal**] more or less, from the lawful vendors (hereinafter referred to as the "**Purchased Land**"), which is more particularly described and detailed in "**Part-I**" of "**Schedule-A**" hereto. The names of the vendors and registration particulars of the Deeds of Conveyance of the Purchased Land are mentioned in "**Part-II**" of "**Schedule-A**" hereto.

- (ii) The Owner and Promoter have also represented to the Purchaser and the Purchaser has duly noted that on physical measurement, the Purchased Land was found to be only **1.98 Acres** [equivalent to **8013.14 Square Meter**] [equivalent to **86252.72 Square Feet**] [equivalent to **198.03 Decimal**] more or less (hereinafter referred to as the "**Complex Land**"), The Promoter is thus absolutely seized and possessed of and/or sufficiently entitled to the Complex Land which is more particularly described and detailed in "**Part-III**" of "**Schedule-A**" hereto and depicted and demarcated in **BLUE** border on the map/plan annexed hereto and marked as "**Plan-A**".
- (iii) The Owner got the Complex Land mutated in it's name as Owner in the records of the B.L.&L.R.O., Rajarhat, North 24 Parganas.
- (iv) The Owner converted the Complex Land from the relevant offices such as SDL & LRO Barasat, North 24 Parganas, Additional District Magistrate and District Land and Land Reforms Officer, _ Barasat, North 24 Parganas, Office of the Block Land and Land Reforms Officer, Rajarhat, North 24 Parganas and Office of the Sub-Divisional Land & Land Reforms officer, Sadar, North 24 Parganas.
- (v) The Owner entered into an agreement dated 8th September, 2020, registered from the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2020, at pages 147235 to 147262, Being No. 190102987 for the year 2020 ("**Amendment Agreement**") with the Promoter i.e. BAHDL for construction and development of the portion of the Complex Land [i.e. for land measuring **1.74 Acres** (equivalent to **7041.53 Square Meter**) (equivalent to **75794.40 Square Feet**) (equivalent to **174.02 Decimal**) more or less] for housing and allied purposes for the consideration and subject to the terms and conditions contained therein and for that purpose also executed a power of attorney on 8th September, 2020, registered from the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2020, at pages 231870 to 231898, Being No. 190103379 for the year 2020 ("**POA**") appointing the Promoter i.e. BAHDL as its true and lawful attorney.
- (vi) The Promoter, for the remaining 0.33 Acres (Physical Measurement 0.28 Acres) of Complex Land is in the process of entering into another development agreement with the Owner, which once executed and registered will make 0.33 Acres (Physical Measurement 0.28 Acres) of land as part and parcel of the development within the Complex according to the scheme of development as envisaged by the



Promoter. The Housing Department Government of West Bengal vide its letter dated 19.01.2024 bearing No. 4202/HC/HB has confirmed that the West Bengal Housing Board in its 571st meeting held on 19.12.2023 has allowed that the present Amendment Agreement will be amended further to include 0.33 Acres (equivalent to 33 Decimals) land for the construction of LIG, MIG and HIG units as per extant Government Notification in the matter.

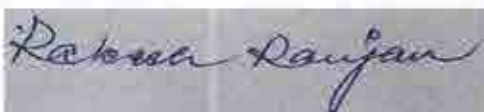
- (vii) In pursuance of the terms of the Amendment Agreement, the Owner and Promoter have a scheme to develop the portions of the Complex Land which would comprise of multi-storey buildings, a residential activity centre (RAC) and other such necessary amenities and facilities as may be decided by the Promoter.
- (viii) The entire plan of development on the Complex Land is christened as "**Utsang**" (the "**Complex**"), which comprises of 2 (two) distinctly earmarked zones as under:
- a. **Utsang Efficiency & Comfort:** The Promoter has already completed the development of 1 (one) residential tower comprising of both Middle-Income Group (MIG) and) Lower Income Group (LIG) apartments along with common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use in common by the allottees of this building/tower/zone on a clearly demarcated land area of **0.24 Acres** ("**Utsang Efficiency & Comfort Zone Land**" as depicted and demarcated in **RED** border on the map/plan of the Complex Land annexed hereto and marked as "**Plan-B**"), as a separate real estate project.
- b. **Utsang Future Development Zone:** Out of the Complex Land a clearly demarcated land area admeasuring **0.32 Acres**, as depicted and demarcated in **GREEN** border on the the map/plan of the Complex Land annexed hereto and marked as "**Plan-B**") ("**Utsang Future Development Zone Land**", has been earmarked and identified by the Promoter for the purpose of developing real estate project(s) in the near future, having one or more multi-storied tower(s) comprising constructed spaces meant for residential or commercial or both or semi commercial use along with one or more facilities as well as common areas, parts, portions, utilities, facilities, amenities and installations dedicated to and intended for use in common by the allottees of such Utsang Future Development Zone Land in the manner and at time as may be decided by the Owner and Promoter and approved by the concerned authority (ies).
- (vii) The Owner and Promoter applied to Rajarhat Panchayat Samity for sanction of an integrated master plan/site plan for the land measuring **1.74 Acre** [equivalent to **7041.53 Square Meter**] [equivalent to **75794.40 Square Feet**] [equivalent to **174.02 Decimal**] more or less, (*which is part & portion of the Complex*



Land), in Mouza: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal. The Rajarhat Panchayat Samity vide their letter dated **28.04.2022 (Memo No. 566/RPS)** granted sanction of the integrated plans with developments and constructions on the above-mentioned land (**Sanctioned Plan**). The Project Land (*defined hereinafter*) is part and portion of the integrated/composite layout plan mentioned above and it is clarified that there will be a single master-plan for the entire development conceptualized on the Complex Land and Utsang Efficiency & Comfort Zone Land is a part.

- (viii) The Promoter, developed, constructed and completed a G+10 (Ground + Ten) storied residential building on the Utsang Efficiency & Comfort Zone Land as a separate real estate project named as **"Utsang - Efficiency & Comfort"** (hereinafter referred to as the **"Project"**) comprising **140 nos.** of residential apartments of various shapes and sizes along with necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use and enjoyment in common by the allottees of the Project (**"Project Common Areas"**, more fully and particularly described in **"Part-I"** of **"Schedule-D"**) on the **0.24 Acres** of clear demarcated land out of the Complex Land dedicated for Utsang Efficiency & Comfort alone (**"Utsang Efficiency & Comfort Zone Land/Project Land"**). The detailed description of the Utsang Efficiency & Comfort Zone Land/Project Land is given in **"Part-IV"** of **"Schedule-A"** hereunder and depicted and demarcated in **RED** border on the map/plan of the Complex Land annexed hereto and marked as **"Plan-B"**.
- (ix) Each of the building(s)/phase(s) of the Utsang Efficiency & Comfort Zone Land and the Utsang Future Development Zone Land are separate real estate projects and shall not be linked or combined with each other, save and except, for integration of the infrastructural facilities for the benefit and in the interest of the allottees thereof which are more fully and particularly described in **"Part-II"** of **"Schedule-D"** and depicted and coloured in **BLUE** on the map/plan annexed hereto and marked as **"Plan-D"** (hereinafter referred to and identified as the **"Shared Common Areas"**). Accordingly, the allottees of **Utsang Efficiency & Comfort** shall be entitled to perpetual, irrevocable, non-exclusive right to use and enjoy the Shared Common Areas in common with the allottees/lawful owners/occupants of all the buildings/phase(s)/zones/towers in the Complex along with the Owner and Promoter for the unallotted apartments.

It is however clarified that since the Complex will be developed in phases, the Owner and Promoter will be entitled to modify, alter and change the Sanctioned Plan/layout plan of the land area beyond the Project Land in the manner as may be decided by the Owner and Promoter at its sole and absolute discretion and as may be approved by the concerned authorities and the Purchaser hereby records its consent to the same.



- (xi) It is clarified that the remaining portion of the Complex Land (i.e. excluding the Project Land) is out of the purview and ambit of this Deed of Conveyance/these presents and shall continue to be held and possessed by the Owner and Promoter solely exclusively and absolutely with right to use, enjoy and develop, sale and transfer as the Owner and Promoter may deem fit and proper in its absolute discretion and, the Purchaser shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein (save and except what is being explicitly agreed to be conveyed/transferred/shared by these presents) nor the Purchaser will have any claim or demand with regard thereto nor object to alienation or development of the same.
- (xii) It is expressly agreed, understood and clarified that both the Project Land and the Utsang Future Development Zone Land are and shall always remain independent and separate properties, notwithstanding the fact that an integrated Sanctioned Plan and layout plan has been sanctioned for the Project Land and/or any other map/plan which may be sanctioned for the Utsang Future Development Zone Land (with revision of the existing map/plan or a fresh map/plan therefor). Accordingly, the ownership of the purchasers of different real estate projects in the Complex shall remain restricted to their respective real estate projects only.
- B. The Owner and Promoter has since then completed the construction of the Project including the Apartment and has been issued the Completion Certificate for the Project, i.e., **Utsang Efficiency & Comfort** vide letter No. _____ dated _____ of the Rajarhat Panchayat Samity.
- C. The Purchaser through a draw of lots has been allotted an apartment in the Project vide provisional allotment letter dated _____ (**Said Allotment**) was allotted residential **Apartment No.** _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) [corresponding to built-up area _____ Square Meter (equivalent to _____ Square Feet)], in **Type** _____, altogether located on _____ floor in the Building (Utsang Efficiency & Comfort)/ Project **TOGETHER WITH** _____ (_____) no. covered car parking space being Parking Slot No. _____ at _____, measuring 12.542 Sq. mts. (135 Sq.ft.) more or less, **TOGETHER WITH** the pro rata undivided, impartible and variable share in the common areas (as defined under clause (n) of Section 2 of the Act), parts, portions, installation and facilities of the Project in common with the remaining purchasers of Project and with the Owner/Promoter in respect of the unallotted apartments, if any in the Project (hereinafter collectively referred to as the "**Project Common Areas**"), more particularly described in "**Part-I**" of "**Schedule-D**" **AND TOGETHER WITH** the irrevocable right to use certain areas, parts, portions amenities facilities in common with the remaining purchasers of the Project, purchasers of other project(s) and/or different phases of development in the Complex and with the Owner/Promoter for the unallotted units (all hereinafter collectively referred to



as the "**Shared Common Areas**" and more particularly described in "**Part-II**" of "**Schedule-D**" hereto) (hereinafter collectively, referred to as the "**Apartment**" more particularly described in "**Schedule-B**" and the Apartment is delineated in **RED** border and the exclusive Balcony appurtenant to the carpet area of the Apartment is delineated in **RED** border on map/plan of the _____ floor of the Utsang Efficiency & Comfort/Tower/Building annexed hereto and marked as "**Plan-C**" and the Parking Space is delineated in **GREEN** border on the map/plan annexed hereto and marked as Annexure-"**Plan-C1**").

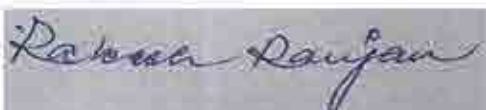
- D. The Purchaser has paid the Total Price an amount. The Total Price of the Apartment is more particularly described in "**Schedule-C**" hereto which the Purchaser has paid to the Promoter on the terms and conditions as mentioned in the Said Allotment and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and the Complex and their mutual rights and obligations of the parties hereto and the Promoter hereby acknowledge to have received the payment of the Total Price to it's full and final satisfaction.
- E. The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- F. Before taking possession of the Apartment, the Purchaser has:
- (a) seen and examined the Sanctioned Plan, Project plan, specifications, components of the Project Common Areas and the Shared Common Areas and accepted the floor plan, payment plan and the specifications, amenities and facilities of the Project, which had been approved by the competent authority, which are more particularly described in "**Schedule-E**" herein, as also the manner of construction thereof and have fully satisfied himself/herself with regard thereto and shall not make any claim or demand whatsoever against the Owner and/or the Promoter concerning the same save and except as mentioned in Clause 7 herein;
 - (b) satisfied itself about the title of the Owner to the Project Land and the Complex Land and the documents relating to the title of the Complex Land and the Project Land, the right of the Promoter, the Sanctioned Plan of the Project (which is a portion of the integrated plan sanctioned for the Complex), the materials used in the Apartment and appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same;
- G. 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 to complete the grant transfer and conveyance by sale of the Apartment by the Owner and Promoter to and in favour of the Purchaser.



NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE:

- 1.1 In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Owner and Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser Apartment No. _____ having carpet area of _____ Square Meter (equivalent to _____ Square Feet), along with an exclusive balcony area of _____ Square Meter, (equivalent to _____ Square Feet) [corresponding to built-up area of _____ Square Meter (equivalent to _____ Square Feet)], in Type _____, altogether located on _____ floor in the building within the Project and demarcated and bordered in **RED** _____ on the Floor Plan of the Apartment annexed hereto as "**Plan-C**", **TOGETHER WITH** _____ (_____) no. covered car parking space(s) being Parking Slot No. _____ at _____, measuring 12.542 Sq. mts. (135 Sq.ft.) more or less, the Parking Space is demarcated and bordered in **GREEN** on the map/plan annexed hereto and marked as "**Plan-C1**", **TOGETHER WITH** the Project Common Areas i.e. pro rata undivided, impartible and variable share in the common areas as defined under clause (n) of Section 2 of the Act, parts, portions, specifications, amenities, installation and facilities of the Project in common with the remaining purchasers of Project and with the Owner/Promoter in respect of the unallotted apartments, if any, in the Project hereto **AND TOGETHER WITH** the Shared Common Areas i.e. irrevocable non-exclusive right to use certain areas, parts, portions amenities facilities in common with the remaining purchasers of the Project, purchasers of other project(s) and/or different phases of development in the Complex and the Owner and Promoter for the unallotted apartments/units, if any in the Complex **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and every part thereof and the properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances **SUBJECT HOWEVER** to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the Project Land **AND FURTHER SUBJECT** to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project Common Areas and the Shared Common Areas.

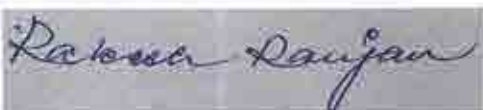


- 1.2 Unless contrary to the context, the capitalised term '**Apartment**' (defined above) wherever used in this Deed of Conveyance shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following:
- a) The Utsang Future Development Zone Land or any part thereof;
 - b) The Shared Common Areas;
 - c) The Complex Limited Common Areas.
- 1.4 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project and/or the Complex which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in their absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights granted hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/ purchasers and/or of the Owner and Promoter.
- 1.6 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the 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 Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of the Owner and Promoter and any other purchaser of the Project and/or the other tower(s)/phase(s) comprised in the Complex.
- 1.7 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed of Conveyance, which shall be covenants running with the said Apartment in perpetuity.



2. **MAINTENANCE OF THE PROJECT COMMON AREAS AND THE SHARED COMMON AREAS:**

- 2.1 For the purposes of this Clause 2, the Project Common Areas and the Shared Common Areas shall be collectively referred to as the "**Common Areas**", and the **Project Association** (*defined below*) and the **Federation** (*defined below*) shall be collectively referred to as the "**Associations**".
- 2.2 **Project Association:** Upon formation of an association of the purchaser(s)/allottee(s) of the Project in accordance with the provisions of the applicable local law ("**Project Association**"), the Promoter shall transfer the Project Common Areas to the Project Association along with the responsibility to maintain the Project Common Areas.
- 2.3 **Federation:** In order to ensure the effective and proper management and maintenance of the Shared Common Areas and the Complex Limited Common Areas, the association(s) of the respective buildings(s)/tower(s)/phase(s) in the Complex shall form an federation as provided under the applicable law, hereinafter referred to as the ("**Federation**"). Upon formation of the Federation, the Promoter shall transfer the Shared Common Areas and the Complex Limited Common Areas to the Federation along with the responsibility to maintain the Shared Common Areas and the Complex Limited Common Areas. It is clarified that the Federation shall be formed, and the Shared Common Areas and the Complex Limited Common Areas shall be transferred to the Federation only after a date falling after the completion of the entire development of the Complex.
- Provided that if such Federation cannot be formed due to reasons not attributable to the Promoter, the Shared Common Areas and the Complex Limited Common Areas shall then, at the discretion of the Promoter, be transferred to each of the associations of all towers of the entire Complex proportionately and thereafter the said associations shall collectively takeover the maintenance of the Shared Common Areas and the Complex Limited Common Areas.
- 2.4 **Project Maintenance Charges:** The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or Project Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Project Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Project Maintenance Charges**") for the maintenance of the Project Common Areas. The Project Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Project Association. So long as the maintenance of the Project Common Areas are not handed over to the Project Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in

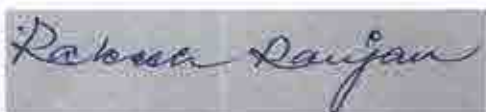


respect of the maintenance. The Project Maintenance Charges for a period of 2 (two) year from the deemed date of possession of the Apartment has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 2 (two) year period, the Purchaser shall be liable to pay the monthly Project Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Project Association, as the case may be.

- 2.5 **Shared Common Area Maintenance Charges:** The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or Federation, as the case may be, such charges at such rate as may be decided by the Promoter/Federation from time to time by the 7th (seventh) of each month in advance without any abatement ("**Shared Common Area Maintenance Charges**") for the maintenance of the Shared Common Areas. The Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/Federation. So long as the maintenance of the Shared Common Areas are not handed over to the Federation, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Shared Common Areas Maintenance Charges for a period of 2 (two) year from the deemed date of possession of the Apartment in terms of the Said Allotment has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 2 (two) year period, the Purchaser shall be liable to pay on demand the monthly Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Federation, as the case may be. The Project Association shall be liable to collect the 'proportionate Shared Common Area Maintenance Charges' from the purchasers/allottees of the Utsang Efficiency & Comfort/Project and handover/pass on the same to the Promoter or it's nominated agency or to the Federation, as the case may be, within 7th day from the close of a month.

For the purposes of this clause, the expression '**proportionate Shared Common Area Maintenance Charges**' shall mean 65% of total maintenance charges.

- 2.6 **Maintenance Security Deposit:** Before taking over the possession of the Apartment, the Purchaser has also paid to the Promoter an interest-free security deposit amount towards the Project Maintenance Charges and Shared Common Areas Maintenance Charges calculated on the basis of 2 (two) year's maintenance charges and have been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). All tax liabilities on account of Maintenance Security Deposit have been borne by the Purchaser. At the time of taking over of management and maintenance of the respective Common Areas by the respective Associations, the same shall be



handed over by the Promoter to the Associations in such manner so that **65%** of the same is handed over to the Federation. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective Associations, the Promoter shall be fully entitled and the Purchaser hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Project or Shared Common Area Maintenance Charges from the Purchaser and the Promoter shall be liable to give due account of such deductions to the respective Associations.

- 2.7 **Maintenance Corpus/Sinking Fund:** Before taking over the possession of the Apartment, the Purchaser has also paid to the Promoter an amount for creation of maintenance corpus/sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus/Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance Corpus/Sinking Fund have been borne by the Purchaser. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the purchasers/allottees of the Utsang Efficiency & Comfort without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over to the Federation at the time of taking over maintenance and management of the Shared Common Areas by the Federation, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas.
- 2.8 **Common Rules:** Till such time the Promoter has to regulate the use, maintenance and management of the respective Common Areas, the rules/bye-laws for such use, maintenance, management and operation shall be framed by the Promoter and thereafter, on formation of the respective Associations, such Associations with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:
- a. **Air Conditioning:** Suitable provision for keeping outdoor units of the AC of the bedroom (s) has been made the route to take refrigerant piping etc. has to be strictly followed by the Purchaser while installing their AC units.
 - b. **Balcony(ies):** The Apartment has balcony(ies). The balconies in the Apartment will always remain to be balcony and the Purchaser shall grill/ cover the same in the manner as may be approved by the Promoter. The Purchaser shall not interfere to the elevation/ façade of the Tower. The Purchaser shall maintain the design intent of the architects.



- c. **Consequences of non-payment:** Till such time the respective Associations have taken over maintenance and management of the Common Areas, failure to pay the monthly maintenance charges (for the respective Common Areas), electricity charges, diesel generator set usage charges within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Purchaser and will make the Purchaser liable to pay interest at the rate of 2% (two) percent per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- d. **Unrestricted access:** The Promoter (or its nominated agency) or the Tower Association or the Federation, as the case may be, shall have rights of unrestricted access of all Project Common Areas/Shared Common Areas, as the case may be, for providing necessary maintenance services and the Purchaser agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

3. **LIMITED COMMON AREAS:**

Complex Limited Common Areas: Certain utilities, facilities and installations though located on the Complex Land are reserved for the exclusive use of the allottees/ purchasers/lawful occupants of one or more designated tower(s)/building(s) within the Complex ("**Complex Limited Common Areas**" more fully and particularly described in "**Part-III**" of "**Schedule-D**" hereunder and demarcated in **BROWN** colour in the maps/plans annexed hereto and marked as "**Plan-E**") in view of their unique location in proximity to the such designated tower(s)/building(s) and shall be transferred by the Promoter to the Federation.

For maintenance and management of such Complex Limited Common Areas, if the allottees of a particular building/tower/phase to which the right to use is reserved in respect of these limited common areas to the exclusion of other building/tower/phase are required to pay additional charges to the Federation or the Promoter, then the allottees of such building/tower/phase will pay the same to the Federation/Promoter without any demure and delay.

4. **THE OWNER AND THE PROMOTER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:**

- 4.1 The Owner has absolute, clear and marketable title with respect to the Complex Land and the Project Land;
- 4.2 The Promoter has requisite rights to carry out development upon



1.74 acres being a portion of the Complex Land (which includes the Project Land) and absolute, actual physical and legal possession of the Complex Land and the Project Land for developing the Project;

- 4.3 The Owner and the Promoter have lawful rights and obtained requisite approvals from the competent authorities to carry out development of the Project;
- 4.4 As on the date of this Conveyance, the apartment is free from any mortgage.
- 4.5 There are no litigations pending before any Court of law with respect to the Project Land or the Apartment.
- 4.6 All approvals, licenses and permits issued by the competent authorities with respect to the 1.74 acres being a portion of the Complex Land (which includes the Project Land), the Project and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner and the Promoter have been at all times in compliance with all applicable laws in relation to the Complex Land, the Project Land, the Project, the Apartment;
- 4.7 The Promoter and the Owner have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- 4.8 Other than the Allotment Letter, the Owner/Promoter has 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 Land, including the Project and the Apartment which will, in any manner, affect the rights of Purchaser;
- 4.9 The Owner and the Promoter confirm that the Owner and the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- 4.10 The Project Land is not the subject 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 Project Land;
- 4.11 The Owner and the Promoter have duly paid all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority (ies) till the Completion Certificate of the Project has been issued and possession of Apartment (equipped with all the agreed specifications, amenities and facilities) has been handed over to the



Purchaser;

- 4.12 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 and the Promoter in respect of the Complex Land, the Project Land and/or the Project;
- 4.13 The Project Land is not Waqf property;
- 4.14 The Owner and Promoter hereby records and acknowledges the receipt of **Rs.** _____ /- (**Rupees** _____) only towards the Total Price reserved herein;
- 4.15 The Owner and Promoter have good right and full authority to sell, transfer and convey the Apartment described in the "**Schedule-B**" hereunder written in the manner aforesaid;
- 4.16 The Purchaser, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the freehold right, title and interest in the Apartment along with the perpetual irrevocable non-exclusive right to use the Project Common Areas and the Shared Common Areas without any interruption, hindrance, disturbance or obstruction by the Promoter or any person claiming through under or in trust for the Promoter and/or the Owner;
- 4.17 The Owner and Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Purchaser.
- 4.18 The Owner and Promoter hereby covenants with the Purchaser that the Owner and Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the Apartment.
- 4.19 It is made clear by the Owner and Promoter and the Purchaser agrees that the Apartment as specified in **paragraph**-_____ herein above shall be treated as a single indivisible unit for all purposes. The Project is an independent, self-contained Project on the Project Land on which the Project is being developed 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 Purchaser, other purchasers of the Project and occupants of other projects developed on the Utsang Future Development Zone Land. It is clarified that Specifications, Amenities And Facilities of the Project shall be available only for common use and enjoyment of the purchaser(s) of the Project subject to payment of maintenance and



management charge in respect thereof.

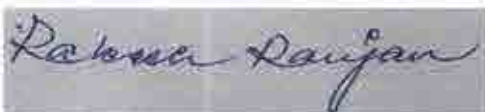
5. **THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND PROMOTER AS FOLLOWS:**

- 5.1 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed of Conveyance to the extent and so far as they are applicable to the Apartment as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein;
- 5.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants;
- 5.3 The Purchaser shall indemnify and keep indemnified the Owner and Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Allotment Letter or of these presents;
- 5.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project or the Complex/Utsang Future Development Zone Land erected thereon in accordance with the provisions of relevant laws;
- 5.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project/Complex/Utsang Future Development Zone Land to be erected thereon including but not limited to the Sanctioned Plan and Project plan(s), and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant;
- 5.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project/Complex and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project/Complex/Utsang Future



Development Zone Land, the Purchaser shall be liable to make payments for the same to the concerned authority.

- 5.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 5.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- 5.9 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or the Complex/Utsang Future Development Zone Land or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the Complex Land and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law;
- 5.10 The Utsang Future Development Zone Land is excluded from the scope, purview and ambit of these presents and the Utsang Future Development Zone Land shall continue to be held and possessed by the Promoter solely, exclusively and absolutely with the right and interest to enjoy, use and develop in the manner as the Promoter may deem fit and proper in its absolute discretion, save and except, what has been conveyed/intended to be conveyed by these presents, the Purchaser shall neither have any share, right, title, interest of any manner whatsoever or howsoever therein nor have any objection or protest with regard to the nature or time period of development thereof or any claim or demand of any nature whatsoever with regard thereto and the Promoter shall be absolutely entitled to change or modify the Sanctioned Plan for undertaking the development of the Utsang Future Development Zone Land without any recourse whatsoever to the Purchaser or to the other purchasers/allottees of the Utsang Future Development Zone Land;
- 5.11 On and from the date of possession or deemed date of possession, the Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and the Shared Common Areas, the maintenance charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The maintenance charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed of Conveyance shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;



- 5.12 So long as the development and construction of the entire Shared Common Areas in the Complex are completed the Purchaser shall pay 50% (fifty) percent of their contribution toward maintenance and management of the Shared Common Areas. The Promoter will intimate in writing to the Purchaser or to the Project Association about the completion of development and construction of the Shared Common Areas with their liability to pay the 100% (hundred) percent of their contribution towards maintenance and management of the Shared Common Areas;
- 5.13 The Purchaser shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining towers/phases comprised in the Complex and/or the transfer, sale or disposal of any other apartment and/or parking space comprised in the Project as well as those comprised in any of the remaining towers/phases;
- 5.14 The Purchaser shall get the said Apartment mutated in his name and/or separately assessed by the local competent authority;
- 5.15 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- 5.16 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas and/or the Shared Common Areas;
- 5.17 The Purchaser represents and warrants that it has inspected and understood the plans comprising the Sanctioned Plan, building plans, specifications, of the Apartment and has accepted the floor plan, payment plan and the specifications, amenities and facilities described in the Deed of Conveyance;
- 5.18 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition and not do or suffer to be done anything in the Project, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project and/or the Complex which may be in violation of any laws or rules of any authority 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 Project is not in any way damaged or jeopardized;
- 5.19 The Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade



of tower(s)/building(s) or anywhere on the exterior of the Project and/or any other remaining tower(s)/building(s) or any other place comprised in the Complex. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of tower(s)/building(s). Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the tower(s)/building(s). The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

5.20 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner and Promoter and thereafter the Project Association/Federation and/or nominated agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions;

5.21 The Purchaser has, *inter-alia*, inspected and verified all the documents as also the Sanctioned Plan of the Apartment, the Project, is satisfied as to the Sanctioned Plan and/or the construction of the tower(s)/building(s) thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Project Common Areas and/or the Shared Common Areas and/or Complex Limited Share Common Areas;

5.22 The Purchaser has understood that the infrastructure, amenities and facilities comprised within the various towers/phases of the Complex have been and will be constructed on the basis of sanction of an integrated Sanctioned Plan on the area of Complex Land as described above and the said plan is impartible and indivisible, subject to modifications/ revisions to the extent as may be permitted under the applicable law in respect of consumption of available (Floor Space Index (FSI)/Floor Area Ratio (FAR) or additional FSI/ FAR granted in future in respect of the Complex Land.

6. **THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:**

6.1 That any relaxation and indulgence granted by the Owner and Promoter to the Purchaser shall not in any way prejudice the rights of the Owner and Promoter under the these presents.

6.2 It is hereby clarified that in view of the fact that there is a single Sanctioned Plan which proposes the development of Utsang comprising the Complex which in turn comprises the Project along with several other towers/phases/zones, the competent authority under the applicable laws, has issued a block-wise completion



certificate or occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed the "completion certificate or the "occupancy certificate" for the Project in accordance with the Sanctioned Plan, as per the requirement of the various provisions of the applicable laws;

- 6.3 The failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Conveyance or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed of Conveyance executed by both parties hereto;
- 6.4 The Project Common Areas, which include the common areas, parts and portions within the Project, more fully and particularly described in "**Part-I**" of "**Schedule-D**", are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use and enjoyment by the Purchaser in common with the Promoter (for the unallotted apartments and parking spaces) all the other allottees/purchasers/lawful occupants of other apartments and parking spaces comprised in the Project **SAVE AND EXCEPT** the car parking space/ramps/driveways comprised in ground floor of Utsang Efficiency & Comfort/Project which shall form a part of the Shared Common Areas, more fully and particularly described in "**Part-II**" of "**Schedule-D**";
- 6.5 The Purchaser shall be entitled to the perpetual, irrevocable but non-exclusive right to use the Shared Common Areas more fully and particularly described in "**Part-II**" of "**Schedule-D**", which due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees/purchasers/lawful occupants of the Project in common with the Promoter (for the unallotted or retained apartments/units/spaces) and the allottees/purchasers/ lawful occupants of the others towers/phases/zone of the Complex/ Utsang Future Development Zone Land;
- 6.6 The Apartment along with Parking Space (if any) shall be treated as a single indivisible unit for all purposes. The Purchaser shall use the Parking Space allotted to him with the Apartment. The Parking Space (if any) allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same be not expressly mentioned in any future conveyances or instrument of transfer;



- 6.7 That the Owner and Promoter may develop a residential activity centre (RAC) on the Utsang Future Development Zone Land which shall at all times continue to be held and possessed by the allottees of Future Development Zone Land and/or the Owner & Promoter and shall not be integrated or combined with or form a part of the Project Common Area/Shared Common Area.
- 6.8 **Environmental Clearance Certificate:** The Purchaser understands that in case of further development on the Utsang Future Development Zone Land, the Owner/Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Purchaser hereby gives it's consent to the Owner and Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Owner and Promoter from the Purchaser thereto.
- 6.9 **Ongoing Construction:** The Promoter clarifies that the Complex is a large-scale development and there may be block-wise/partial completion given by the competent authorities for different blocks. The construction work for the remaining building(s)/tower(s)/phase(s) in the Complex will continue till completion certificate in respect of the last building/tower/phase in the Complex is received. The Purchaser understands that there will certain construction activities which will cause noise/movement of vehicles for loading/unloading of construction materials and this may cause unavoidable inconveniences to them. The Promoter will not be held responsible for the same. The Promoter, however, will follow the rules/ regulations prescribed by the Municipal and/or Civic Authorities having jurisdiction over the Complex.
- 6.10 **Modification of the Sanctioned Plan:** That the Purchaser understands and has full knowledge that the Complex Land will be developed in phases. The different phases will be linked and integrated due to architectural, design, planning, infrastructure network, maintenance and management of Complex for benefits of the Purchaser.

This present integrated/composite Sanctioned Plan is duly approved by the Rajarhat Panchayat Samity vide their letters, dated 28.04.2022. The Purchaser shall be deemed to have authorized absolutely unconditionally for all times to come the Owner and Promoter (including any of its assignees or nominees) to make any and all revisions, changes, modifications, alterations, additions of the present integrated Sanctioned Plan, its layout plan, specifications of the towers/buildings and Shared Common Areas to the end and intent that the Owner and Promoter shall be entitled to undertake to make any and all changes, revisions, modifications, alterations, additions of the Sanctioned Plan, layout plan, specifications of the



apartments and Shared Common Areas without any further consent or approval of the Purchaser and with the further power to sign and execute, for itself and for and on behalf of all the purchasers of the Project all documents required to get revised integrated sanction of such revisions, changes, consent, approval or any affirmative action of any nature whatsoever. The Purchaser hereby consent for the revisions, changes, modification of the present integrated Sanctioned Plan and all other plans/map to be sanctioned in future on the Complex Land excluding the portion dedicated to the Project.

6.11 That the Purchaser has obtained electricity meter with respect to his Apartment from the WBSEDCL. The Purchaser shall pay the electricity bills pertaining to his Apartment directly to WBSEDCL.

6.12 **Diesel Generator Power Back-up:** That the Owner and Promoter has installed Diesel Generator ("DG") for power backup to run the basic facilities at the Project/Complex. In addition to that, DG back up facility is also being made available for every apartment to run basic electrical appliances viz light, fan, television & refrigerator (medium size). The Purchaser will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Owner/Promoter/the Association, as the case may be.

7. **DEFECT LIABILITY:**

7.1 That in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Allotment Letter relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained the Purchaser hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations.



In addition to what has been stated above, the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly confirmed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations.

The Purchaser further specifically agrees and understands as follows:

The responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Purchaser(s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

It is understood further by the parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment(s) and the Project Common Areas, Shared Common Areas and amenities and facilities wherever applicable. The Purchaser(s) has/have been made aware and the Purchaser(s) also expressly confirm(s)/understand(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Purchaser also understands and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality, or provision of service.

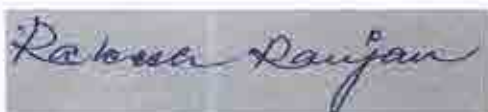
8. **POSSESSION:**



At or before the execution of this Deed of Conveyance, the Purchaser herein confirms that he/it has independently satisfied itself about the right, title and interest of the Owner and Promoter in the Apartment, the Sanctioned Plan and the constructions, including the quality and specifications thereof, the area of the Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions made for the safety and security of the occupants, the Project Common Areas and the portion of Shared Common Areas completed and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed of Conveyance, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Owner and Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

9. **MISCELLANEOUS:**

- 9.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed of Conveyance shall be borne and paid by the Purchaser.
- 9.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Project Common Areas to the Tower Association and the proportionate interest in the Shared Common Areas attributable to the Project Land in proportion to the Complex Land to the Federation as per the terms of this Deed of Conveyance or the directions of the competent authority under the real estate law applicable to the Project in terms of the Act.
- 9.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas and Shared Common Areas, as the case may be, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.
- 9.4 The Purchaser confirms and undertakes that on receipt of possession, the Purchaser shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Owner/Promoter/association/nominated agency and without causing any disturbance, to the other Purchaser of Apartment in the Building. The Dos & Don'ts will be shared at the time of handing over



possession of the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartments or the Tower/Building, the Owner and Promoter shall be entitled to call upon the Purchaser to rectify the same and to restore the Apartment and/or Tower/Building to its original condition within 30 (thirty) days from the date of intimation by the Owner and Promoter in that behalf. If the Purchaser does not rectify the breach within such period of 30 (thirty) days, the Owner and Promoter may carry out necessary rectification/restoration to the Apartment or the Tower/Building (on behalf of the Purchaser) and all such costs/charges and expenses incurred by the Owner and Promoter shall be reimbursed by the Purchaser.

- 9.5 **MULTI LEVEL CAR PARKING (MLCP):** The Promoter has provided Multilevel Car Parking Space(s) in the Project. It is clarified that in case of Multilevel Car Parking Space(s) allotted to a Purchaser, the Purchaser will abide by the rules, regulations, terms and conditions for using such Car Parking Space(s). It is further clarified that the monthly/annual maintenance charges, cost towards repairs and replacement for Multilevel Car Parking Space(s), if any, shall be paid by the respective purchaser(s) (who has been allotted such MLCP) to the Promoter or Project Association, as the case may be, for such space. The amount received, if any, from a purchaser(s) on account of deposits in respect of maintenance of MLCP is mentioned in the break up of Total Price described in the "**Schedule-C**", below.

10. **DISCLAIMERS AND DISCLOSURES**

The Promoter has made the following disclosures/disclaimers in respect of the Project and the Allottee(s) has agreed to not make any claims or raise any disputes including any claim relating to defect liability against the Promoter in respect of the following –

a. Source of water supply:

The source of water supply for the project is the deep borewell as the local municipality/ government body does not have enough water to supply such large development. As per Bureau of Indian Standards- IS 10500-2012 is the acceptable limit of Total dissolved Solid (TDS) for drinking water is specified at 500. However, in case of absence of alternative sources the acceptable limit of the TDS in drinking water is 2000 ppm as per above BIS standard. Though the standard mentioned above stipulates the acceptable TDS at 2000 ppm for drinking water, the Promoter has assumed the same TDS level for other domestic usage. As the source of water is from deep borewell, the TDS of supplied domestic water for the development would be in range of 1500-2000 ppm varying with season. It is hereby clarified by the Promoter that there is no environmentally sustainable way to reduce the TDS of the water. The only way by which the TDS can be reduced commercially is the RO



(Reverse Osmosis) process which wastes almost 40-50% of water and hence is not environmentally permissible. The Promoter shall install a water treatment plant to maintain the hardness, iron content, e-coli etc within the specified acceptable limit mentioned in the in the IS 10500-2012. However, it is clarified that such water treatment plant would not address the issue of the TDS.

Thus, the Allottee agrees that he/she shall install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm. The Promoter shall provide a water outlet in the kitchen to facilitate installation of such RO system.

The Allottee further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water, which is used for other purposes like bathing, cleaning etc. within the Apartment.

b. Non-provision of car washing facility:

Car wash facility leads to wastage of water and is beyond the permissible usage projected to the environmental authorities while getting the environmental sanction in respect of the Project. Accordingly, the Promoter shall not provide a car wash facility. The Allottee of the Project are required to clean their car with moist cloth to prevent wastage of water.

c. Storm water drainage:

It is intimated to the allottees/purchasers that storm water drainage system inside the campus is adequately designed to discharge the storm water during rain fall. However, these internal storm water drainage systems connect to the panchayat storm water drainage system outside. The inadequacy of the panchayat storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall. For the inadequacy of the panchayat drainage system, the Promoter shall not be held responsible.

d. Tile Flooring & Dado:

It is informed that the warpage of any tile (ceramic, vitrified, patterned etc) is inherent property of tiles. The tile is made of clay and then fired in the kiln. The Promoter would ensure that only grade-I tiles is used in the project. The Allottee should note that standard Indian code IS: 15622 specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:

D.1. Surface Area $S \leq 90\text{cm}^2$; ± 0.8



- D.2. Surface Area $90 \text{ cm}^2 < S \leq 190 \text{ cm}^2$: $\pm 0.4 \%$
- D.3. Surface Area $190 \text{ cm}^2 < S \leq 410 \text{ cm}^2$: $\pm 0.3 \%$
- D.4. $S > 410 \text{ cm}^2$: $\pm 0.2 \%$

Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:

Dry-pressed ceramic tiles with low water absorption (E) $\leq 0.5\%$ for Group BIa:

- E.1. Surface Area $S \leq 90 \text{ cm}^2$: $\pm 1.0 \%$
- E.2. Surface Area $90 \text{ cm}^2 < S \leq 190 \text{ cm}^2$: $\pm 0.5 \%$
- E.3. Surface Area $190 \text{ cm}^2 < S \leq 410 \text{ cm}^2$: $\pm 0.5 \%$
- E.4. $S > 410 \text{ cm}^2$: $\pm 0.5 \%$

Therefore, it should be noted by the Allottee that the edges and corners would not be in the perfect plane due to the warpage. If the variation from plane is within the codal specification mentioned above, then it would not be considered as defect of tile or workmanship in laying.

e. Implications of using AAC (Autoclaved Aerated Concrete) Block walls:

It is submitted that for a real estate project the environmental regulation does not permit the use of clay brick. The clay brick apart from damaging the non-replaceable topsoil of the mother earth is also heavy and is not appropriate for earthquake resistant design of tall structures.

In view of the above, all internal partition walls are made of AAC blocks with required vertical stiffeners and horizontal bands as specified in the BS code.

The walls made with AAC blocks are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.

However, AAC block walls are more sensitive to moisture and temperature movement and hence prone to develop shrinkage cracks during the first few years of laying. Thereafter the location of such cracks is stabilized. These shrinkage cracks are non-structural in nature and have no adverse effect. Rather such cracks are better to sustain the mandatory movement which happens due to temperature and moisture change in the atmosphere. However, such cracks on walls do not look good and give an impression of shoddy low-quality construction which in reality is not correct.

There is a simple method to repair these cracks. A v groove is cut on both faces of the wall and then a flexible acrylic putty is filled in it. This acrylic flexible putty allows movement in the wall without the cracks being visible.

As stated above, the AAC block wall is getting used in the Project and hence development of shrinkage cracks in the partition walls shall not be



taken as a structural defect or defect of the workmanship by the Allottee.

f. Apartments having right to exclusively use the "open to sky spaces".

(in case exclusive use has been provided to the Allottee in their agreement) There are few apartments having 'Open to Sky' terrace areas. These areas have been allotted as 'Open to Sky' spaces. Therefore, it cannot be covered with temporary sheeting or by other means by the owner of that apartment.

There are issues related to such "open to sky spaces" like unintended falling of various items like tobacco, cigarette butts, utensils, plastic pipes etc. from the flats above. So such "open to sky" spaces are to be carefully used.

Every allottee shall be careful and ensure that there is no fall of any object from their apartment which can harm the owner of the apartment below. The Promoter shall not be held responsible due to accident(s) happening from falling objects in the "open to sky space" from the flats above.

11. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Deed of Conveyance shall be construed and enforced in accordance with the real estate law applicable to the Project.

SCHEDULE-"A"

"Part-I"

(Purchased Land)

All That piece and parcel of land measuring **2.07 Acre** [equivalent to **8376.99 Square Meter**] [equivalent to **90169.20 Square Feet**] [equivalent to **207.02 Decimal**] more or less, contained in L.R. *Dag* No(s). 294(P), 293(P), 301, 295, 309, 313(P), 310, 308(P), 307, 302, 306(P), 303, 305, 304 and 300, recorded in L.R. *Khatian* No. 1302, in *Mouza*: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal, within the limit of *Jyangra Hatiara-II*, District Sub-Registration Office: Barasat, Additional District Sub-Registration Office at Rajarhat, and shown and butted and bounded as follows:

East: Vacant land and residential settlements.

West: Vacant land and residential settlements.

North: 12.0M wide access road to Canal Bank Road and vacant land.

South: Residential settlements.

Part-II

(List of Purchased Land)

Date of Registration	Deed No. & Year	L.R. Dag Nos.	Purchased (in Acres)	Name of the Vendor(s)
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09-04-2008 23-05-2008	361/2010 4600/2008	294(P)	0.17	Tapan Sarkar & another Swapan Kumar Acharya
28-09-2018	11130/2018	293(P)	0.27	Sinewy Realty Developer Pvt. Ltd.
01-04-2008 16-07-2008 06-08-2008 30-08-2012 23-09-2021 23-09-2021	6564/2009 9521/2008 7052/2009 13189/2012 15158/2021 15165/2021	301	0.17	Sankar Adhikari Sabita Pal & another Bharat Chandra Bag & another Purnima Basak Karamal Haque Anisur Rahaman
09-06-2010 09-06-2010	5993/2010 9966/2010	295	0.23	Babu Lal Verma Babu Lal Verma
11-04-2008 23-08-2021	6563/2009 9310/2021 (Exchange Deed)	309	0.25	Sunil Mondal & another Mantu Mondal
16-09-2008 30-09-2008	7053/2010 7054/2010	313(P)	0.03	Somnath Sardar & Others Priyanka Sardar
06-08-2008 23-08-2021	12620/2010 9312/2021 (Exchange Deed)	310	0.04	Chandi Ghosh & Others Dipali Roy Mondal
23-05-2008 16-09-2008	4599/2008 7052/2010	308(P)	0.01	Sukumar Mondal & Others Sukumar Mondal & Others
09-06-2010	9965/2010	307	0.12	Babu Lal Verma
09-06-2010	9965/2010	302	0.22	Babu Lal Verma
29-04-2008 29-04-2008	6624/2008 6625/2008	306(P)	0.10	Kartik Chandra Mondal Manoranjan Mondal
29-04-2008 29-04-2008	6624/2009 6625/2009	303	0.02	Kartik Chandra Mondal Manoranjan Mondal
29-04-2008 29-04-2008 25-02-2021 25-02-2021	6624/2009 6625/2008 2810/2021 (Exchange Deed) 2815/2021	305	0.10	Kartik Chandra Mondal Manoranjan Mondal Paritosh Mondal & another Sinewy Realty Developer Pvt. Ltd.
29-04-2008 29-04-2008	6624/2009 6625/2009	304	0.20	Kartik Chandra Mondal Manoranjan Mondal
09-05-2008	394/2010	300	0.14	Jaj Properties Pvt.

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23-05-2008	4599/2008			Ltd. Sukumar Mondal & Others
Total			2.07	

**“Part-III”
(Complex Land)**

All That piece and parcel of land measuring **1.98 Acre** [equivalent to **8013.14 Square Meter**] [equivalent to **86252.72 Square Feet**] [equivalent to **198.03 Decimal**] more or less, contained in L.R. *Dag* No(s). 294(P), 293(P), 301, 295, 309, 313(P), 310, 308(P), 307, 302, 306(P), 303, 305, 304 and 300, recorded in L.R. *Khatian* No. 1302, in *Mouza*: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal, within the limit of *Jyangra Hatiara-II*, District Sub-Registration Office: Barasat, Additional District Sub-Registration Office at Rajarhat and shown and depicted in **BLUE** border on the map/plan annexed hereto and marked as **“Plan-A”** and butted and bounded as follows:

East: Vacant land and residential settlements.

West: Vacant land and residential settlements.

North: 12.0M wide access road to Canal Bank Road and vacant land.

South: Residential settlements.

**“Part-IV”
(Efficiency Comfort Zone Land/Project Land)**

All That piece and parcel of land measuring **0.24 Acre** [equivalent to **952 Square Meter**] [equivalent to **10247 Square Feet**] [equivalent to **23.53 Decimal**] more or less, contained in L.R. *Dag* No(s). 293 (P), 294 (P), 309, & 295 recorded in L.R. *Khatian* No. 1302, in *Mouza*: Sulangari, J.L. No. 22, Police Station: Rajarhat, District: North 24 Parganas, PIN: 700157, West Bengal, within the limit of *Jyangra Hatiara-II*, District Sub-Registration Office: Barasat, Additional District Sub-Registration Office at Rajarhat, and shown and depicted in **RED** border on the map/plan annexed hereto and marked as **“Plan-B”** and butted and bounded as follows:

East: Internal Road;

West: Internal Road;

North: Internal Road;

South: Internal Road.

**SCHEDULE-“B”
(Apartment)**

ALL THAT residential Apartment No. _____ having carpet area of _____ **Square Meter** (equivalent to _____ **Square Feet**), along with an exclusive **balcony area** of _____ **Square Meter**, (equivalent to _____

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Square Feet) [corresponding to **built-up area** of _____ **Square Meter** (equivalent to _____ **Square Feet**)] **Type** _____, altogether located on _____ **floor** in **Tower/Building No.** _____ (_____) within the Project and demarcated in colour _____ on the **Floor Plan** of the Apartment is annexed hereto as "**Plan-C**", **TOGETHER WITH** _____ (_____) no. covered car parking space(s) being Parking Slot No. (s). _____ at _____, measuring 12.542 Sq. mts. (135 Sq.ft.) more or less, the Parking Space(s) are delineated in **GREEN** border on the map/plan annexed hereto and marked as "**Plan-C1**", **TOGETHER WITH** the Project Common Areas (i.e. the pro rata undivided, impartible and variable share in the common areas as defined under clause (n) of Section 2 of the Act), parts, portions, specifications, amenities, installation and facilities of the Project in common with the remaining purchasers of Project and with the Owner/Promoter in respect of the unallotted apartments in the Project and with the Owner/Promoter in respect of the unallotted apartments in the Project **AND TOGETHER WITH** the Shared Common Areas (i.e. the irrevocable right to use certain areas, parts, portions amenities facilities in common with the remaining purchasers of the Project, purchasers of other project(s) and/or different phases of development on the Complex Land and the Owner and Promoter for the unallotted apartments) and the Apartment No. _____ is butted & bounded as follows:

East: _____;
West: _____;
North: _____;
South: _____.

SCHEDULE-"C"

[TOTAL PRICE]

(Consideration)

Rs. _____ (**Rupees** _____) only paid by the Purchaser to the Promoter in full and final satisfaction and the Promoter doth hereby admit and acknowledge to have received the same.

(Other Charges & Deposits)

Particulars	Amounts(Rs.)
Advance Project Maintenance Charges for 2 (two) years	
Advance Shared Common Areas Maintenance Charges for 2 (two) years	
DG Back up Facility Charges	
Advance MLCP Car Parking Space Maintenance Charges for two years	
Maintenance Security Deposit	
Documentation Charges	
Total	

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SCHEDULE-"D"
"Part - I"
[PROJECT COMMON AREAS]

Sl. Nos.	List
1.	Entire Land Dedicated to the Project.
2.	Entrance Lobby at Gr. Floor of Utsang Efficiency & Comfort.
3.	Extra Low Voltage (ELV) Room at Gr. Floor of Utsang Efficiency & Comfort.
4.	2 Nos. Of Meter Room at Gr. Floor of Utsang Efficiency & Comfort.
5.	Common Entry and Exit at the Gr. Floor Level of Utsang Efficiency & Comfort.
6.	Lift Lobby and Common Corridor Area at Gr. Floor to 10th Floor Level of Utsang Efficiency & Comfort.
7.	2 Nos. of Passenger Lifts connecting Gr. Floor to 10th Floor Level and 1 No. of Service Lift connecting Gr. Floor to Roof Level of Utsang Efficiency & Comfort.
8.	Landscape Area at Gr. Floor Utsang Efficiency & Comfort.
9.	Staircase at Gr. Floor to Roof Level of Utsang Efficiency & Comfort.
10.	Solar Panels at the Roof Level of Utsang Efficiency & Comfort.
11.	Over Head Water Tank for Domestic Use, Fire Water Tank at Roof Level of Utsang Efficiency & Comfort.
12.	Fire Refuge Area At 7th Floor Level of Utsang Efficiency & Comfort.

"Part - II"
[SHARED COMMON AREAS]

Sl. Nos.	Particulars
1.	Underground Water Reservoir for domestic use & Water Treatment Plant (partly on the Project Land and partly on the Complex Shared Common Area).
2.	Underground Fire Tank and Fire Pump Room (partly on the Project Land and partly on the Complex Shared Common Area).
3.	Underground Rainwater Harvesting Tank (underneath the footprint of open parking area of Future Development Phase).
5.	Underground Sewage Treatment Plant.
6.	Internal Road/Driveways running across the Complex.
7.	Open Landscape Area throughout the Complex.
8.	Main Gate of The Complex.
9.	Security Gate Goomty of the Complex.
10.	Area dedicated for installation of 2 nos. of DG Set.
11.	Blower Room at Gr. Floor of Utsang Efficiency & Comfort.
12.	1 No. of Rest Room & 1 No. Of Toilet at Gr. Floor of Utsang Efficiency & Comfort.
13.	Garbage Storage Area.

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“Part-III”
Complex Limited Common Areas

Sl. Nos.	List
1.	Underground water reservoir for exclusive use of Future Development phase (for domestic use).
2.	Flushing water tank and pump/s for exclusive use of residents of Future Development phase.
3.	Water Treatment Plant for exclusive use for Future Development phase.
4.	Swimming Pool and Utility room at the ground floor level for exclusive use of Future Development phase

SCHEDULE-“E”
[AMENITIES AND FACILITIES WHICH ARE PART OF THE PROJECT]

Sl. No.	Facilities/Amenities	Particulars
1.	Fire Fighting Facility	<ul style="list-style-type: none"> • Fire Protection And Detection System In Common Areas, As Per Norms
2.	Emergency Evacuation Service	<ul style="list-style-type: none"> • Public Address & Voice Evacuation System in Common Area
3.	Access To Common Space	<ul style="list-style-type: none"> • Passenger and Service Elevators and Fire-Staircase
4.	Design For Electricity Supply & Street Lighting	<ul style="list-style-type: none"> • Grid Electricity Connection into The Project • DG Power Back Up Facility to Run Essential Facilities in The Project • Street Lighting Along the Driveway /Walkways in The Project • Rooftop Solar System Installed as Per Norms
5.	Public Health Service	<ul style="list-style-type: none"> • Potable Water Confirming to Relevant BIS Standard • Internal Sewer & Storm Water Line
6.	Others	<ul style="list-style-type: none"> • Landscaped External Areas in The Project

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER in the presence of:



1.

For West Bengal Housing Board

2.

(Authorized Signatory)
Bengal Ambuja Housing Development Limited
Constituted Attorney to
West Bengal Housing Board

SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER in the presence of:

1.

For Bengal Ambuja Housing Development Limited

(Authorized Signatory)

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED:
PURCHASER(S) in the presence of:

1.

2.

Drafted and prepared by:

