

DEED OF CONVEYANCE

"Greenfield Elegance"

- 1. Date:**
- 2. Nature of document:** Deed of Conveyance

3. Parties:

3.1 Vendor: West Bengal Housing Board, a statutory body constituted under the West Bengal Housing Board Act, 1972 (W.B. Act XXXII of 1972 together with up to date amendments of the Act), being the land owner, having its office at 105, Surendranath Banerjee Road, PO & Police Station New Market, Kolkata 700 014, having Income Tax PAN AAAJW0019K, represented by its Authorised Signatory **Mr. Kishore Mukherjee**, son of Late Prabir Kumar Mukherjee, by occupation Manager-Marketing, having Income Tax PAN ADLPM9932F and AADHAAR No. 914385892619, by faith Hindu, by citizenship Indian, working for gain at 84/1B, Topsia Road (South), 7th Floor, Hitech Chambers PO Gobinda Khatik Road, PS Topsia, Kolkata 700 046, West Bengal, duly authorised by a Board Resolution dated 11.12.2018 being the **Party of the First Part**.

3.2 Developer: Bengal Greenfield Housing Development Company Limited (CIN U45201WB1998PLC088227), a joint sector with the West Bengal Housing Board company incorporated under the provisions of the Companies Act, 1956, having its office at 84/1B, Topsia Road (South), 7th Floor, Hitech Chambers PO Gobinda Khatik Road, PS Topsia, Kolkata 700 046, West Bengal, having Income Tax PAN AABC9549D, represented by its Authorised Signatory **Mr. Kishore Mukherjee**, son of Late Prabir Kumar Mukherjee, by occupation Manager-Marketing, having Income Tax PAN ADLPM9932F and AADHAAR No. 914385892619, by faith Hindu, by citizenship Indian, working for gain at 84/1B, Topsia Road (South), 7th Floor, Hitech Chambers PO Gobinda Khatik Road, PS Topsia, Kolkata 700 046, West Bengal, duly authorised by a Board Resolution dated 11.12.2018 being the **Party of the Second Part**.

3.3 Purchasers: _____, by faith _____, by citizenship Indian, Both residing at _____, being the **Parties of the Third Part**.

3.4 The terms "Vendor" and "Developer" shall include its successors or assigns.

3.5 The term "Purchasers" shall include his/her successors or assigns, his/her legal heirs, legal representatives, executors and administrators.

3.6 The parties of the first part and the second part shall hereinafter be referred to individually as "Party" and collectively as "Parties".

4. Subject Matter: Sale of the "Apartment" being the "Flat and Appurtenances" lying and situated in **Block _____ Tower _____** (the "Building") in the "Complex" constructed on the "Premises" morefully described in **Schedule A** hereto, and the **Apartment** morefully described in **Schedule B** hereto comprises of the following:

The 'Flat' being the residential **Flat No. _____, ___ Floor, _____** measuring about _____ sq.ft. carpet area, _____ sq.ft. built-up area corresponding to _____ **sq.ft. Super Built up area**, along with one 'Parking Space' being _____ Car Parking space measuring about **135** square feet being **Car Park No. _____** morefully described in **Schedule B**;

The exclusive right to use and enjoy car parking space on the ground floor / basement, the 'Parking Space';

The proportionate, undivided, indivisible and singly non-transferable share in the common areas, amenities and facilities of the Building/Block (the "**HIG Common Area**") and the Complex (the "**Complex Common Area**") as more fully described in **Schedule C** hereto;

5. Background:

5.1 Ownership of the Premises: The Vendor herein is the sole and absolute owner of all that piece of land referred to as the Premises morefully described in Schedule A hereto. The Vendor has acquired the Premises through and under several Deeds of Conveyances, and these transactions are morefully described in Schedule D hereto.

5.2 Residential Development and Sanction of Plan: On 22.04.2008, the Vendor granted a development agreement for developing the Premises and its adjoining areas for residential purposes in favour of the Developer. The same agreement was further extended by way of an agreement for extension of time dated 19.08.2015. The Developer herein in turn applied for and obtained a building plan sanction and other necessary sanctions and permissions from the Jyangra Hatiara Gram Panchayat II and the New Town Kolkata Development Authority, vide No. 425/Rht dated 12.05.2015 and subsequent revised Sanction No. 630/RPS dated 06.06.2018 (the "Sanctioned Plan").

5.3 Name of the Project: The Developer has, since, named the residential portion developed on the Premises as “Greenfield Elegance” (the “Complex”) consisting of 1(one) IV Storied building named “Decent” (Block VII) for LIG, 1(one) G+X Storied Building named “Subtle” (Block VI) for MIG and 1(one) G+XI Storied building named “Gentle” (Block V) for the MIG and LIG and 4 (four) buildings for HIG being 1(one) G+XII storied building named “Grace”, 1(one) G+XI storied building named “Glory”, 1(one) G+XII storied building named “Panache” and 1(one) G+XII storied building named “Plush” along with Open, basement and Covered car parking spaces together with a community hall and Gymnasium in the Gentle Block exclusively for MIG and LIG allottees and a Club Royal exclusively for HIG allottees along with various other amenities and facilities and the Project is known as Greenfield Elegance (“Project”). There are certain facilities and utilities within the MIG Block (hereafter the "MIG and LIG Common Area") which are to be exclusively owned and used by the allottees of MIG and LIG Apartments. Similarly, there are certain facilities and utilities within the HIG Block (hereafter the "HIG Common Area") to be exclusively owned and used by the allottees of HIG Apartments. There are some common areas which are for the common services of the entire project and for common usage of all allottees (hereafter the "Complex Common Area"). The scheme of housing for different social and economic classes is in terms of the development agreement dated 22nd April, 2008 which was further extended on 19.08.2015.

5.4 Commencement of Construction: The Developer, after obtaining the Sanctioned Plan for the Complex, commenced the construction in a phased manner.

5.5 Allotment: The Vendor and the Developer decided to allot independent Apartments in the Complex for residential purposes and accordingly received applications for allotment of Apartments from intending acquirers, including the Purchaser herein.

5.6 Completion of Construction: The Developer has since completed the construction of the Complex and has obtained the Occupancy Certificate being No. 2720/Rht of 09.08.2019 and 13/RPS of 06.01/2020 for HIG Blocks and 1015/RHT dated 13.07.2020 for the MIG blocks from the office of the Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas and the New Town Kolkata Development Authority.

5.7 Completion of Sale: The Purchasers being fully satisfied about the title of the Premises, the Sanctioned Plan and the construction of the Apartment, and having fulfilled all their obligations under the Agreement and/or Allotment letter and having paid all the necessary installments towards the Net Price and deposits and advances (as applicable) of the Apartment, has approached the Developer for completing the sale and transfer by conveying the Apartment in his/her/their favour.

5.8 Execution: The Vendor and the Developer being agreeable to the execute a deed for transferring the title of the Apartment, the Parties hereby execute this Deed of Conveyance for sale and transfer of the Apartment in favour of the Purchasers on the terms and conditions hereinafter contained.

6 NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

6.1 Sale: The Vendor and the Developer hereby sells, conveys and transfers unto and in favour of the Purchasers the “**Apartment**”, morefully described in **Schedule B** hereto which the Purchasers shall have, hold and enjoy forever hereafter, free from all encumbrances, on consideration of the total sum mentioned in **Schedule E** (the “**Net Price**”) paid by the Purchasers to the Developer, but subject to the mutual easements and restrictions mentioned in **Schedule F** (the “**Purchasers’ Specific Covenants**”), which shall be covenants running with the Apartment in perpetuity, and the Net Price mentioned herein together with the deposits and advances contains all charges, costs and deposits payable by the Purchasers to the Vendor.

6.2 Transfer: The transfer made hereunder is a “sale” within the meaning of the Transfer of Property Act, 1882.

6.3 Possession: After completion of the construction of the Apartment, a Notice of Possession has been sent by the Developer to the Purchasers informing the Purchasers that the Apartment is ready for possession after obtaining the Completion Certificate and in terms thereof, the Developer has already handed over the vacant and peaceful possession of the Apartment in favour of the Purchasers.

6.4 Covenants of the Vendor: The Vendor hereby covenants with the Purchasers that:

6.4.1 The Vendor is the absolute owner of the said Premises and that its title thereto is

good, marketable, and subsisting, and has the power to convey the same;

- 6.4.2** The Vendor and the Developer have the right, title, interest, power and absolute authority to sell, transfer and convey the Apartment.
- 6.4.3** The Purchasers shall, subject to observing and performing the covenants contained herein, peaceably own, hold and enjoy the Apartment.
- 6.4.4** The Developer has developed the Premises with the requisite approvals from the competent authorities and was within its rights to do so;
- 6.4.5** There are no encumbrances on the Premises that the Vendor and Developer are aware of;
- 6.4.6** There are no litigations pending before any Court of Law with respect to the said Premises or the Apartment;
- 6.4.7** All approvals, licenses and permits issued by the competent authorities with respect to the Premises and the Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Vendor and the Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Premises, Building and the Complex Common Area until handover of thereof, including the land comprised in the Premises, in favour of the association of apartment owners on formation of the same;
- 6.4.8** The Vendor and the Developer have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or party with respect to the said Premises, and the Apartment, which will, in any manner, affect the rights of the Vendor and the Developer under this Deed of Conveyance or the Agreement for Sale entered into with respect to the Apartment.
- 6.4.9** The Premises is not the subject matter of any HUF and that no part thereof is owned by any minor, and/or no minor has any right, title, and claim over the Premises;
- 6.4.10** No notice from the government, or any local body, or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Premises) has been received by or served upon the Vendor or the Developer in respect of the Premises.

- 6.4.11** The Vendor and the Developer hereby grant the Purchasers all the rights that have been mentioned in **Schedule G** of this Deed ("**Purchasers' Specific Rights**").
- 6.4.12** The Developer shall handover the common areas and facilities of the entire Complex comprised in the Premises unto and in favour of the apartment owners' association as required under law.
- 6.4.13** The Developer shall rectify all reasonable construction related defects in the said Apartment, if any, brought to the notice of the Vendor, at its own cost and effort, within five years year from the date of Notice of Possession, within thirty days of such information being received by the Developer, unless prevented by force majeure. The Developer at no circumstances shall be responsible to rectify any defect in any modification or up gradation of any specification done by the Purchasers or its agents but shall be restricted to the rectification of the original construction done by the Developer only. If for some reason the Purchasers express dissatisfaction in this regard, the same will be referred to the Project Architect whose decision, with regard to satisfactory rectification of the same shall be final and binding on the Parties. The Purchaser, upon expiry of the above said period of defects liability, shall have no claim against the Vendor or the Developer respect of any defect in the said Apartment under any circumstances. It is clarified that the above said responsibility of the Developer to rectify, shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Purchasers or their nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

6.5 Covenants of the Purchasers: The Purchasers hereby agree and covenant with the Vendor as follows :

- 6.5.1** The Purchasers have inspected and verified all the documents and Sanctioned Plan related to the Complex and the Apartment.
- 6.5.2** The Purchasers have also inspected the Flat and the Parking Space and is absolutely satisfied as to the area and construction of the Flat and the Parking Space and the conditions and descriptions of all the fixtures and fittings installed and/or provided therein and also the amenities and facilities appurtenant thereto and as to the nature, scope and extent of benefit or interest in the HIG Common

Area and the Complex Common Area and the same does not deviate from the Agreement for Sale and the General Terms and Conditions of the project.

- 6.5.3** The Purchasers are aware and has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Complex and the Premises.
- 6.5.4** The top roof of the Building shall remain common to all residents of the Building (the “**Common Roof**”) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. Purchasers shall not claim any exclusive right over the same.
- 6.5.5** The Purchasers shall have the Flat mutated and separately assessed in their name from the Jyangra Haitiara Gram Panchayat II and/or the New Town Kolkata Development Authority and/or any other authority as applicable.
- 6.5.6** The right to use of the Parking Space and the undivided proportionate share of land attributable to the Flat can only be transferred along with the Flat hereby sold and shall be deemed to have been transferred with the Flat even though the same is not expressly mentioned in any future conveyance or instrument of transfer. The Purchasers is only entitled to use the parking space and this conveyance does not confer any right of ownership to the Purchasers of the land beneath the parking space.
- 6.5.7** The Purchasers shall apply to the electricity supply company/authority individually for obtaining supply of power and meter for the respective Flat and the Purchasers shall pay all applicable security deposits, cost of cable and/or all other charges for the same.
- 6.5.8** The Developer has developed a club in the Complex for recreational facilities (the “**Club**”) for exclusive use of the HIG apartment owners. The Club shall form a part of the HIG Common Area. The Purchasers shall have the right to use the facilities offered by the Club subject to payment of appropriate fees to the Developer and thereafter the Association of Apartment Owners.
- 6.5.9** The right to use the facilities offered by the Club will always lie with the owner of the Apartment, i. e., the rights of use of the Club will get automatically transferred with the transfer of ownership of the Apartment. In the event, the Apartment is

occupied by a party other than the owner of the Apartment, such occupier shall be entitled to use the club house facility and other common facilities and not the owner of the Apartment.

6.5.10 The Purchasers will have no objection for the Developer to carry out work on the Club, Common Areas and other unfinished apartments after completion/taking over possession of the said Apartment.

6.5.11 The Purchasers shall perform and fulfill all the covenants, stipulations, conditions and obligations of the Purchasers as contained in **Schedule F**.

6.5.12 The Purchasers shall pay all rates, taxes and outgoings, including GST, Municipal tax, surcharge, land revenue, levies, cess, wholly in respect of the Apartment and proportionately in respect of the Complex.

6.5.13 In the event of any default on the part of the Purchasers to pay the proportionate share of all common maintenance charges and outgoings, towards the HIG Common Area and the Complex Common Area including the Club, the Purchasers shall be liable to pay interest at the State Bank of India highest marginal cost of lending rate plus 2% per annum on the amounts lying in arrears and if such default continues for a period of three months then and in that event the

Purchasers shall not be entitled to avail of any of the facilities and/or utilities mentioned hereafter and the Developer and/or Apartment Owners Association as the case may be shall be entitled to:

6.5.13.1 to discontinue the supply of electricity to the Purchasers' Flat;

6.5.13.2 to discontinue the supply of water;

6.5.13.3 to withdraw the lift facilities to the Purchasers and/or to the members of his family including the Purchasers' visitors, servants and agents;

6.5.13.4 to discontinue the facility of DG Power back-up;

6.5.13.5 to discontinue the facilities of resident's club to the Purchasers and their family members;

6.5.13.6 And such facilities shall not be restored until the Purchasers make payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Vendor for realization of the amounts lying in arrears.

6.5.14 The Purchasers shall observe and abide by the bye-laws for the residential complex, rules and regulations, bye laws prescribed by the Government/ Statutory Authority in regard to ownership and/ or enjoyment of the Apartment.

6.6 Rules of Interpretation: The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding with.

SCHEDULE A
DESCRIPTION OF PREMISES AND LAYOUT PLAN

ALL THAT the piece or parcel of such nature of land as mentioned in the Table below measuring 3.62 Acres equivalent to 10.9 Bighas 218 Cottahs 32 Chittacks under such RS/LR Khatian Nos. mentioned in the Table below under the MOUZA Ghuni, J L No. 23, Touzai No. 178, P.S. Rajarhat, LS No. 3082 & 3083, Pargana North District 24-Parganas(North), West Bengal within the Panchayat area:-

Sl No.	RS Dag Nos.	RS Khatian Nos.	LR Dag Nos	LR Khatian Nos.	Land Areas (Acres)	Land Area (Cottahs)	Land Area (Chittak)	Nature of land
1.	3082	1209		1795/1	0.23	14	4	SALI
2.	3082	1177			0.08	05	0	SALI
3.	3082	1209		1177	0.27	16	0	SALI
4.	3082	1209		909	0.35	22	0	SALI
5.	3082			1736/1	0.50	30	5	SALI
6.	3082	1209		1894	0.50	30	0	SALI
7.	3082	1209		1755	0.49	30	0	SALI
8.	3082	516		2258	0.17	10	0	SALI
9.	3082	1209		1914/1	0.02	1	3	SALI
10.	3082	1209		2367,2368 UNDER 1416/1, 943/2, 2/2	0.07	4	6	SALI
11.	3082	1209		1616,943/2 UNDER 1416/1, 943/2, 2/2	0.07	4	2	SALI
12.	3082	516		2259	0.18	11	0	SALI
13.	3082	1209		1020/2	0.04	2	8	SALI
14.	3082	1209			0.05	3	0	SALI
15.	3083	1209		1581	0.25	15	2	SALI
16.	3083			1671	0.30	18	2	SALI
17.	3083	1209		1581	0.05	3	0	SALI

Butted and bounded by:-

North - Dag no. 3080 (Land of Mr. Sanjoy Boral) ;

South - Black Top Road ;

East - Dag no. 3150 (Land of Sri Arun Ghosh) ;

And West - Dag no. 384 (Land of Sri Arobindo Goldar)

SCHEDULE "B"

DESCRIPTION OF THE APARTMENT

Apartment Type HIG on the _____ Floor in the **Block No.** _____ **Tower** _____ (**Apartment No.** _____) of the residential complex '**Greenfield Elegance**' to be constructed in the Schedule A Property, having a super built up area of _____ square feet (built up area of _____ sq. ft. and carpet area of _____ sq. ft.) contiguous to the Apartment and together with right to park in car parking spaces as mentioned below along with a proportionate, undivided, indivisible and singly non transferable share in the common areas, amenities and facilities of the Building and the Complex.

Covered Independent Car Park 135 Sq.ft.	Covered Independent Car Parking No. _____
--	--

SCHEDULE "C"

HIG

COMMON AREA

1. **Roof:** The roof and/or terrace above the top floor of the Building.
2. **Passages and lobbies:** All the common passages, corridors, areas and lobbies in the Building and its entrance lobby.
3. **Staircase:** The staircases of the Building including the stair headroom.
4. **Electrical:** The entire electrical installations, cables and equipments for providing electricity to the Building and the spaces in the Building where the same are installed including the spaces where the electrical meters and electrical panels are installed as well as the light fixtures at the staircase, lobbies, corridors and other common areas of the Building.
5. **Walls:** All outer walls of the Building and outer portions of the walls of the Apartments on the common passages.
6. **Club Royal**

COMPLEX COMMON AREA

1. **Boundary Wall and Gate complex** including entrance gates and the security room(s)
2. **Fire Fighting System**
3. **Sewerage Treatment Plant (STP):** STP including tank, STP flush water pump, all the equipments, pipelines, cables, electrical equipments, etc.
4. **Open Space:** All open areas in the complex including Lawn 1, 2, 3, Landscape Area, Children's Play Area and Outdoor Games Area.
5. **Internal Roads:** All internal roads including pathway if any, and driveways.
6. **Drainage:** All drains, sewers, ducts and pipes for common facilities of the Apartments.
7. **Underground Reservoir and Pump Room:** Entire civil structure, pumps, pipelines, electrical panels, cables, etc complete.
8. **Drainage:** All drains, sewers and pipes for common facilities of all the buildings.
9. **Electric Sub Station and Electrical Installation:** The entire electrical installations, cables and equipments including DG for providing electricity to the Complex and the light fixtures at common areas of the Complex.
10. **DG and Water Treatment Plant:** The entire spaces, rooms, equipments, tanks, reservoirs and pipes for supply of water to the Apartments.

SCHEDULE "D" AS REFERRED TO ABOVE
 ("Details of the Deeds of acquiring of Land by the BOARD")

AT MOUZA GHUNI, J L NO. 23, Touzi No. 178, PS Rajarhat, RS No. 3082 & 3083 (Part) Pargana North, Dist 24-Parganas(North), West Bengal

DETAILS OF DEEDS

Sl No.	Deed No.	Date	Dag Nos.	Land area Acquired (Acres)	Registration Office	Book No./Volume No./Pages/Year
1.	1-07242/2007	20.12.2007	3082	0.23	ADSR-Bidhan Nagar	
2.	1-07255/2007	20.12.2007	3082	0.08	ADSR-Bidhan Nagar	
3.	1-07256/2007	20.12.2007	3082	0.27	ADSR-Bidhan Nagar	
4.	1-07259/2007	20.12.2007	3082	0.35	ADSR-Bidhan Nagar	
5.	1-07246/2007	20.12.2007	3082	0.50	ADSR-Bidhan Nagar	
6.	1-07263/2007	20.12.2007	3082	0.50	ADSR-Bidhan Nagar	
7.	1-07258/2007	20.12.2007	3082	0.49	ADSR-Bidhan Nagar	
8.	1-07251/2007	20.12.2007	3082	0.17	ADSR-Bidhan Nagar	
9.	1-07232/2007	26.12.2007	3082	0.02	ADSR-Bidhan Nagar	
10.	1-07239/2007	20.12.2007	3082	0.07	ADSR-Bidhan Nagar	
11.	1-07252/2007	20.12.2007	3082	0.07	ADSR-Bidhan Nagar	
12.	1-07241/2007	20.12.2007	3082	0.18	ADSR-Bidhan Nagar	
13.	1-07250/2007	20.12.2007	3082	0.04	ADSR-Bidhan Nagar	
14.	1-07261/2007	20.12.2007	3082	0.05	ADSR-Bidhan Nagar	
15.	1-07231/2007	26.12.2007	3083	0.25	ADSR-Bidhan Nagar	
16.	1-07249/2007	20.12.2007	3083	0.30	ADSR-Bidhan Nagar	
17.	1-07254/2007	20.12.2007	3083	0.05	ADSR-Bidhan Nagar	

**SCHEDULE E
NET PRICE**

The Net Price for the Apartment along with car parking space is **Rs. 56,70,000.00 (Rupees Fifty Six Lacs Seventy Thousand) only**. The Developer, by separate receipts, has acknowledged the full and final payment made by the Purchasers to the Developer as part of the Net Price for the Apartment.

SCHEDULE F
PURCHASER'S SPECIFIC OBLIGATIONS

The Purchasers hereby agree, confirm and undertake the following obligations towards the Developer and other apartment owners:

1. The Purchasers shall not at any time, carry on or suffer to be carried on in the said Apartment, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Vendor or the Developer or the other apartment owners or occupiers of the other apartments or the neighbours or anything which may tend to depreciate the value of the said Apartment or the residential complex;
2. The Purchasers shall use the said Apartment only for residential purposes. It is specifically agreed by the Purchasers that they shall not use the flat for any type of commercial use such as show room, office space, institution, tutorial, nursing home, mess, guest house, religious establishment, serviced apartment, restaurant, cafe, club, school or other public gathering place hotel etc. and the Purchasers shall not do any unlawful act in the flat which will cause hindrance / hardship / harm to other occupants;
3. The Purchasers shall give to the owners of the other apartments, the necessary vertical, horizontal and lateral support for their apartments and reciprocate and recognize the rights of the other apartment owners in the residential complex as are enumerated above;
4. The Purchasers shall become and remain a member of the Apartment Owners Association (herein referred to as the 'Association of Owners'), to be formed by and consisting of all the apartment owners in the residential complex as per provisions laid down under the West Bengal Apartment Ownership Act, 1972 and Rules thereof, for the purpose of attending to the various matters of common interest of and within the residential complex and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchasers will execute a power of attorney in favour of the Developer and/or its nominee for making of the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereof. The

Purchasers will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Developer until the Association of Apartment Owners is formed and thereafter, abide by and observe the rules and regulations prescribed by such Association of Apartment Owners;

5. The Developer, after formation of the Association of Apartment Owners, shall hand over the corpus funds and balance maintenance charges etc. if any already collected from the apartment owners to the Association of Apartment Owners and shall also provide audited accounts for the same from the Developer's auditor as up-to that date. The Developer, the Association of Apartment Owners and the Purchasers shall be bound by the auditor's statement of accounts. The Association of Apartment Owners shall hold the corpus funds if any as the corpus for maintenance of the said Complex.
6. The Purchasers shall be obliged to become a member of Association of Apartment Owners formed in terms of the prevailing laws.
7. The Purchasers will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the residential complex in common with the other apartment owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association of Owners; If it is required by the Vendor or the Developer, the Purchasers shall allow the Vendor or the Developer to enter the said Apartment after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
8. The Purchasers shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cess, insurance charges, cost of maintenance and management of the residential complex including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Association of Apartment Owners and other expenses in regard to the residential complex as may be determined by the Association of Apartment Owners

from time to time. The liability for such share shall commence from the date of Notice of Possession, irrespective of whether the Purchasers takes possession thereof or not. Till the time the Association of Owners is formed the Purchasers shall pay such share of taxes/ expenses, etc., to the Developer, as per demands raised.

9. The Purchasers shall allow the Developer or its agents, representatives, workmen to enter into the HIG Common Area and the Complex Common Area of the said Premises including other parts of the Block/Wing until all Apartments of the said Premises have been sold by the Vendor and possession of the common areas has been handed over to the Association of Apartment Owners.
10. The Purchasers shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish / refuse out of the said Apartment.
11. The Purchasers shall keep the said Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the block/ wing and shall carry out any internal works or repairs as may be required by the Developer/ the Association of Apartment Owners.
12. The Purchasers shall not make any additions or alterations or cause damage to any portion of the block/ wing or the said Apartment and shall not change the outside colour scheme, outside elevation/ façade/ décor of the block/ wing.
13. The Purchasers shall not alter or subscribe to the alteration of the name of the residential complex, which shall be known as '**Greenfield Elegance**'.
14. The Purchasers shall not park any vehicles in any part of the Complex, except in the parking area which shall be specifically allocated and earmarked for the Purchasers.
15. The Purchasers shall not do any act that may be against any law, rule, regulation, bye law of Jyangra Hatiara Gram Panchayat II or the New Town Kolkata Development Authority / other statutory authorities or any obligation agreed under any contract and the Purchasers shall be solely responsible for all consequences of any offence or breach thereof and the Purchasers shall indemnify other apartment owners who may

suffer due to any such acts of omission or commission of the Purchasers.

16. The Purchasers shall use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose.
17. The Purchasers shall indemnify and keep the Developer and/or the apartment owners association, upon formation, saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in compliance of the terms and conditions contained in these presents.
18. The Purchasers shall be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the Common Area 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, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in any way damaged or jeopardized.
19. The Purchasers shall not:
 - a. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
 - b. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Building and/or the adjoining building/s.
 - c. put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / façade of the Building or anywhere in the Common Areas.
 - d. Co-operate in the management and maintenance of the Building and the common areas.
 - e. Make in the said Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature.

- f. Place or cause to be placed any article or object in the common area.
- g. Injure, harm or damage the Common Area or any other Apartments in the Building by making any alterations or withdrawing any support or otherwise.
- h. Park any vehicle 2/4 wheeler, in the Complex and/or Premises, unless the facility to park the same is obtained and/or acquired by the Purchasers.
- i. Make any addition, alteration in the structure of the Building, not to put or hang anything outside the window and/or to store any article/material in the common area of the Complex and/or in the Premises.
- j. Change the location and design of the window and balcony grill as provided by the Developer and also colour of the balcony/verandah which is part of the outside colour scheme of the building and elevation, duly approved and finalized by the architect of the project.
- k. Enclose the terrace balconies / utility areas under any circumstances.
- l. Use the said Apartment or any part or any portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.
- m. Use the Club in any manner contrary to the rules and regulations for usage thereof.
- n. Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Complex.
- o. Permit any sale by auction or public meeting or commercial exhibition or display to be held in the said Apartment nor to permit or suffered to be done into or upon the said Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- p. Keep in the said Apartment any article or thing which is or might become dangerous,

offensive, combustible, inflammable radio active or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Complex.

- q. Discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Complex.
- r. Create hindrance/ obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Areas.
- s. Damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- t. 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 building or cause increased premium to be payable in respect thereof if the building is insured.
- u. Overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- v. Fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna.
- w. Object to the sale of any unsold stock by the Vendor or the Developer to any other person and/or persons as the Vendor or the Developer in their absolute discretion may deem fit and proper.
- x. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- y. Park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Vendor/Maintenance Agency/Association.
- z. Obstruct pathways and passages or use the same for any purpose other than for

ingress to and egress from the Apartment and the Parking Space, if any

- aa. Display or permit any person to display raw meat or sacrificing of animals on the common areas of the said building or at the said premises.
- bb. Do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- cc. Let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else excepting to a person who owns an Apartment in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking Space will be held only for the parking of cars.
- dd. Encumber the said Apartment in any manner except for raising the housing loan from any reputed financial institute or bank, etc for payment of the sale price under this agreement, prior to conveyance of the said property by the Vendor to the Purchasers.
- ee. Lay any claim or right on any area part from the HIG Common Area and the Complex Common Area.

SCHEDULE G
PURCHASERS' SPECIFIC RIGHTS

The Purchasers shall have the following rights in respect of the said Land and the said Apartment:-

1. The Purchasers and all persons authorised by the Purchasers (in common with all other persons entitled, permitted or authorised to a similar right) shall have the right at all times and for all purposes, to use the staircases, lift, passages and other common areas;
2. The right to subjacent, lateral, vertical and horizontal support for the Apartment from the other parts of the block/wing;
3. The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the said Apartment through the pipes, wires, sewer lines, drain and water courses, cables and pipes which are or may at any time hereafter be in, under or passing through the block/ wing or any part of the said Premises .
4. The right of entry and passage for agents or workmen to other parts of the block/wing (where the said Apartment is situated) at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the said Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other apartment owners and making good any damage caused.
5. The Purchasers acknowledges that the right of the Purchasers shall remain restricted to the Apartment and that the Purchasers shall have no right over and in respect of the other parts and portions of the buildings and/or premises excepting the right to use in common the HIG Common Areas and Complex Common Area.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED for
and on behalf of the Vendor by

SIGNED AND DELIVERED for
and on behalf of the Developer by

SIGNED AND DELIVERED for
and on behalf of the Purchasers
in the presence of:

WITNESSES:

1.

2.

=====

Dated this _____ Day of _____, 2020

BETWEEN

WEST BENGAL HOUSING BOARD
... the Vendor

AND

**BENGAL GREENFIELD HOUSING
DEVELOPMENT COMPANY
LIMITED**
... the Developer

AND

... the Purchasers

INDENTURE OF CONVEYANCE

S. Jalan & Company,
Solicitors & Advocates,
10, Old Post Office Street,
Kolkata-700 001