

THIS DEED OF CONVEYANCE made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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, Post Office: Taltola, Police Station: Taltola, Kolkata-700014, West Bengal, India, (represented by its Constituted Attorney, **BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, a Joint Sector Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at “Vishwakarma”, 86C, Topsia Road (South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, (**BAHDL**) through its Authorized Signatory, Mr. \_\_\_\_\_, (PAN: \_\_\_\_\_), (**MOBILE No.** \_\_\_\_\_), son of \_\_\_\_\_ duly 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 **FIRST PART**

**AND**

**S.E. BUILDERS & REALTORS LIMITED**, (CIN No.U70109WB2011PLC171075), (PAN: AAQCS8412H), a

company incorporated under the provisions of the Companies Act, 1956 and an existing Company under the Companies Act, 2013, having its Registered Office at “Vishwakama”, 86C, Topsia Road (South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, represented by its Authorized Signatory, \_\_\_\_\_, (PAN: \_\_\_\_\_), (Mobile No. \_\_\_\_\_), son of Mr. \_\_\_\_\_, duly 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 successors-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**

**AND**

(1) \_\_\_\_\_, (PAN: \_\_\_\_\_), (MOBILE No. \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, by nationality: \_\_\_\_\_, residing at \_\_\_\_\_, Post Office: \_\_\_\_\_, Police Station: \_\_\_\_\_, and (2) \_\_\_\_\_, (PAN: \_\_\_\_\_), (MOBILE No. \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, by nationality: \_\_\_\_\_, residing at \_\_\_\_\_, Post Office: \_\_\_\_\_, Police Station: \_\_\_\_\_, hereinafter referred to as the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[OR]

**[If the Purchaser is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “**Purchaser**”

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of the respective partners).

[OR]

**[If the Purchaser is an Individual]**

Mr / Ms. \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter called the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

**[If the Purchaser is a HUF]**

Mr \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assignees as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owner, the Promoter and the Purchaser shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**DEFINITIONS:**

For the purpose of this Deed of Conveyance, unless the context otherwise requires,-

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act,2017 (West Bengal Act XLI of 2017);
- (b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) “**Regulations**” means the Regulations made under the West Bengal Housing Regulation Act,2017;
- (d) “**Section**” means a section of the Act.

**WHEREAS:**

- A. a. The Owner is the absolute and lawful owner of the land measuring 20.184 acres, be the same a little more or less in Mouza Barakhola, J.L. No. 21 within P.S. Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah, in the District of South 24 Parganas being the Premises No. 405 Barakhola, Mukundapur, in the records of Kolkata Municipal Corporation (the “**SAID LAND**”), and comprised in R.S. Plot Nos. and Khatian Nos. as follows:

<b>R.S. Khatian</b>	<b>R.S. Plot No.</b>	<b>Area (Acre)</b>
156 164	135 (P)	5.759
156 164	136 (P)	5.233
165 157	137 (F)	0.16
148	126/165 (P)	5.164
156 164	124/167 (P)	1.421
156 164	127/169 (P)	1.145

147	128/170 (F)	0.40
148	129/171 (P)	0.902
		<b>20.184</b>

The Owner had purchased the Said Land by virtue of 5 nos. of Sale Deeds all dated 19-08-2008 and all registered with the Additional District Sub-Registrar, Sealdah, for the Year 2008:

- (i) Book No.I, CD Volume No.43, Page from pages 230 to 237, being Deed No. 833 executed by Sohanlal Manpuria in favour of West Bengal Housing Board;
  - (ii) Book No.I, CD Volume No.43, Page from 238 to 247, being Deed No. 834, executed by Narendra Manpuria s/o Sohanlal Manpuria in favour of West Bengal Housing Board;
  - (iii) Book No.I, CD Volume No.43, Page from 248 to 259, being Deed No. 835 executed by Rita Adhikari, w/o Sri Samarjit Adhikari in favour of West Bengal Housing Board;
  - (iv) Book No.I, CD Volume No.43, Page from 260 to 272, being Deed No. 836, executed by Ashish Ghosh, s/o late Indu Bhusan Ghosh in favour of West Bengal Housing Board;
  - (v) Book No.I, CD Volume No.43, Page from 273 to 284, being Deed No. 837 executed by Mr. Debashis Ghosh, s/o late Indu Bhusan Ghosh in favour of West Bengal Housing Board;
- b. The Owner had entered into a Development Agreement dated 31<sup>st</sup> December, 2009 (hereinafter referred to as the “**FIRST AGREEMENT**”) with BAHDL for development and construction of a Building Complex on the Said Land, for the consideration and subject to the terms and conditions contained therein;
  - c. By an Agreement dated 30<sup>th</sup> January, 2012 (hereafter called the “**SECOND AGREEMENT**”), BAHDL had transferred its rights and obligations under the First Agreement to the Promoter for the consideration and subject to the terms and conditions contained therein. The First Agreement and the Second Agreement shall hereinafter collectively be referred to as the “**AGREEMENTS**”, wherever applicable;

- d. By executing a Power of Attorney dated 31<sup>st</sup> December, 2009 West Bengal Housing Board (the Owner herein) had nominated, constituted and appointed Bengal Ambuja Housing Development Limited (“**BAHDL**”), a joint sector company as their true and lawful Attorney and agent, in their name and on their behalf, inter alia, to execute and perform or caused to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereinafter:-
- (a) To sign and execute Agreements and/or Deed of Conveyance for transfer and to admit the execution thereof and get such documents, duly registered.
  - (b) To appear before Notary Public, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrate and all other officer or officers and authority or authorities in connection with enforcement with all powers and authorities as contained herein.
- e. The Promoter as per its scheme of development is developing on the Said Land a Building Complex, “**UTALIKA-THE CONDOVILLE**” (hereinafter referred to as the “**COMPLEX**”) which is comprised of 3 (three) distinct earmarked **ZONES** and is being developed in 6 (six) phases spread across the said Zones and each of such phase is treated as a separate project:
- (a) The “**EFFICIENCY COMFORT ZONE**” comprises of 1 (one) residential Tower of LIG & MIG Apartments known as LIG-MIG Phase and is registered as a separate project for the purpose of Act,
  - (b) The “**LUXURY ZONE**” comprises of 4 (four) Residential Towers of luxury apartments being developed in 4 phases and will be treated as 4 different projects for the purpose of the Act, which are described as under:
    - (i) Tower A (Prathama), i.e. **Luxury Phase-I**,
    - (ii) Tower E (Dwitiya), i.e. **Luxury Phase-II**,

- (iii) Tower B (Chaturthi, **Luxury Phase-III**,
- (iv) Tower D (Tritiya), **Luxury Phase-IV**.
- (c) The “**FUTURE DEVELOPMENT ZONE**” may consists of a partly residential and partly commercial Tower(s) (hereinafter referred to as the “**FUTURE DEVELOPMENT**”) fitted with one or more of the facilities such as, residential apartments, retail, offices, hotel, serviced apartments, club, banquets, restaurants, lounge bar, sporting and/or leisure facilities, guest houses, time share units, spa and fitness center and entertainment facilities etc. as may be permitted under the law (s). The Future Development will be treated as a separate Phase for the purpose of this Act. It is however, clarified that the Promoter may further divide Future Development into different phases and may register each of them as a separate project under the Act;
- B. In pursuance of the Agreements, the Owner through the Promoter got the Building Plan/s of the Complex sanctioned by the Kolkata Municipal Corporation strictly on the basis of the portion of Said Land which is in joint and actual possession of the Promoter and the Owner (“**COMPLEX LAND**”);
- C. The Owner through the Promoter had obtained the final layout plan, sanctioned plan, specifications and approvals for the Complex comprising of the Project and also for the apartment or building, as the case may be, from Kolkata Municipal Corporation.;
- D. The Kolkata Municipal Corporation had granted the commencement certificate to develop the **Luxury Phase-IV of the Complex** (hereinafter referred to as the “**PROJECT**”) vide approval dated 13-06-2014 bearing No.2014120101;
- E. The Promoter had registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_ dated \_\_\_\_\_;

- F. The Purchaser had applied for an apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and had been allotted Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square Feet, Type \_\_\_\_\_, on \_\_\_\_\_ Floor in Tower No. \_\_\_\_\_ named \_\_\_\_\_ (hereinafter referred to as the “**BUILDING**”), along with exclusive Verandah/ Terrace/ [if any] having carpet area of \_\_\_\_\_ sq. ft. along with Covered Car Parking Space No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square Feet in the \_\_\_\_\_ (location) as permissible under the applicable law together with pro rata undivided, impartible and variable share in the common areas of the Project as well as those of the Luxury Zone (hereinafter referred to as the “**COMMON AREAS**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**APARTMENT**”), more particularly described in **SCHEDULE-A** hereto;
- G. By an Agreement for Sale dated \_\_\_\_\_, registered with \_\_\_\_\_ Registrar, in Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Page \_\_\_\_\_ to \_\_\_\_\_, Being Deed No. \_\_\_\_\_, for the Year \_\_\_\_\_, the Owner agreed to sell, the Promoter agreed to confirm such sale and the Purchaser agreed to purchase the Apartment for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations;
- H. The Promoter has completed the construction of the Project including the Apartment and has obtained the Completion Certificate/Partial Completion Certificate and the Promoter has measured the final Carpet Area of the Apartment and confirmed the same to the Purchaser.
- I. 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.
- J. Before taking possession of the Apartment, the Purchaser has:



- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and shall not make any claim or demand whatsoever against the Owner and/or the Promoter concerning the same;
- (b) been fully satisfied about the title of the Owner to the Said Land, the documents relating to the title of the Said Land, the Complex Land, the right of the Promoter, the Plan of the Complex comprising the Project, 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;

**K. Representations and Warranties of the Owner & the Promoter:**

The Owner & the Promoter hereby represent and warrant to the Purchaser as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the Said Land; the Promoter has requisite rights to carry out development upon the Complex Land and absolute, actual physical and legal possession of the Complex Land for developing the Project;
- (ii) The Owner & the Promoter have lawful rights and obtained requisite approvals from the competent Authorities to carry out development of the Complex;
- (iii) There are no encumbrances upon the Complex Land or the Project,
- (iv) Presently, there are no litigations pending before any Court of law with respect to the Complex Land, Project or the Apartment save and except the following:

- a) T.S. No.79 of 2016 (Sailen Sanfui & Ors. Vs. West Bengal Housing Board & Ors.) pending before the Court of the Ld. 5<sup>th</sup> Civil Judge (Senior Division) at Alipore, South 24-Parganas and
  - b) T.S. No.441of 2009 (West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors. Vs. State of West Bengal & Ors.) pending before the Court of the Ld. 5<sup>th</sup> Civil Judge (Senior Division) at Alipore, South 24-Parganas and C.O. No.741 of 2011 (West Bengal Housing Board Vs. West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors.) pending before the Hon'ble High Court at Calcutta arising out of T.S. No.441 of 2009;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Complex Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner & the Promoter have been and shall, till such time the association is formed and maintenance is handed over, remain to be in compliance with all applicable laws in relation to the Project, the Complex Land, the Tower and the Apartment and the Common Areas;
- (vi) 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;
- (vii) Other than the First Agreement, the Second Agreement and the Agreement for Sale with the Purchaser, referred to herein above, the Owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Complex Land, including the Project and the Apartment which will, in any manner, affect the rights of the Purchaser under this Deed of Conveyance;

- (viii) The Owner & the Promoter confirm that the Owner & 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;
  - (ix) The Complex Land 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 Complex Land;
  - (x) The Owner & the Promoter have duly paid and shall continue to pay and discharge 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 till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of Purchasers or the Competent Authority, as the case may be. To enable the Promoter to pay the dues mentioned above, the Purchaser hereby undertakes to discharge his legal obligation to pay such dues to them under section 19(6) of the Act.
  - (xi) 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 of the said property) has been received by or served upon the Owner & the Promoter in respect of the Complex Land and/or the Project.
- L. In pursuance of the said Agreement for Sale, this Deed of Conveyance is being executed by the Owner and the Promoter in favour of the Purchaser to give effect to the transfer of the Apartment in favour of the Purchaser.

**NOW THIS DEED OF CONVEYANCE WITNESSES as follows:**

I. **SALE:** In pursuance of the said Agreement for Sale and in consideration of the Purchaser agreeing to observe and perform the terms & conditions herein mentioned and in consideration of the Total Price paid by the Purchaser as mentioned in **SCHEDULE-B** herein, the Owner doth hereby sell, grant, convey and transfer and the Promoter doth hereby confirm unto the Purchaser **ALL THAT** the Apartment more fully described in **SCHEDULE-A** hereto, as shown in **RED** border on the floor plan of the Apartment annexed hereto and marked as **Plan "A"** **TOGETHER WITH** exclusive right to use \_\_\_\_\_ no. of covered car parking space location of which is shown in **GREEN** border on **Plan "B"** hereto **TOGETHER WITH** prorata share in the common areas of the Project and also the land on which the Project is situated together with all easements, rights and appurtenances belonging thereto (hereinafter referred to as the **"PROJECT COMMON PORTIONS"**) together with undivided, impartible and variable pro rata share in the common areas of the Luxury Zone in common with the purchasers of the Luxury Zone and Luxury Portion of the Future Development. The Project Common Portions shall be exclusively used by the purchasers of that Project only **TO HAVE** and **TO HOLD** the Apartment and the properties appurtenant thereto, absolutely and forever, as its exclusive Owner, free from all encumbrances, subject to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter and the same shall be deemed to be covenants running with the Land.

II. **THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNER AND THE PROMOTER as follows:** The Purchaser doth hereby, agree, accept and covenant with the Owner and the Promoter as follows:

(1) **Inspection of Plan, Fixtures, Fittings:** The Purchaser has, *inter alia*, inspected and verified all the documents as also the Plan of the Apartment, the Project, the Luxury Zone and the Complex and is satisfied as to the Plan and/or the construction of the building(s) thereof and the condition and description of all fixtures and fittings installed and/or

provided or to be 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 Luxury Zone and/or the Common Areas. The Purchaser has understood that the building(s)/ infrastructure and/or amenities and facilities comprised within the various zone(s) of the Complex have been constructed on the basis of sanction of the Plan on the Complex Land and the Plan is impartible and indivisible.

**(2) Common Areas of Luxury Zone, the Project Common Portions and the Limited Common Areas and Facilities:**

It is strictly agreed by the Purchaser with the Promoter that:

- (i) The Common Areas and common facilities in the “**EFFICIENCY COMFORT ZONE**” shall be used exclusively by the Purchasers in that Zone and the Common Areas and common facilities in the Luxury Zone shall be exclusively used by the Purchasers of the Luxury Zone and also by the Purchasers of the Luxury portion of the Future Development;
- (ii) The Purchasers of the luxury residential portion, in case developed in the Future Development, shall have complete and unhindered access to the Common Areas of the Luxury Zone and shall be entitled to enjoy all the common facilities of the Luxury Zone, However, the purchasers of luxury portion of the Future Development may have certain exclusive facilities in the Future Development to be used by them to the exclusion of the purchasers of Luxury Zone.
- (iii) The Purchaser of the Apartment in the Project shall own in common with other purchasers of the Project, the Common Areas of the Project and also the land on which the Project is situated together with all easements, rights and appurtenances belonging thereto (hereinafter referred to as the “**PROJECT COMMON PORTIONS**”), together with undivided, impartible and variable prorate share in the common areas of the

Luxury Zone in common with the purchasers of the Luxury Zone and Luxury Portion of the Future Development. The Project Common Portions shall be exclusively used by the purchasers of that Project only;

- (iv) In accordance with provisions of the West Bengal Apartment Ownership Act, 1972 certain common areas and facilities has been kept reserved for use of certain apartments or remain allotted to any apartment to the exclusion of other apartments and shall hereinafter be referred to as the “**LIMITED COMMON AREAS AND FACILITIES**”. The Limited Common Areas and Facilities shall, *inter alia*, include the covered car parking spaces, terrace(s), open spaces/lawn/private garden on the terrace(s) situated within the Luxury Zone of the Complex;
- (v) The Promoter has segregated the infrastructures required for the Luxury Zone (including the Luxury portion of the Future Development) and the Efficiency Comfort Zone to the extent possible so that the maintenance and management issues pertaining to Common Areas and Common Facilities of the Luxury Zone and Luxury portion of the Future Development and the Efficiency Comfort Zone can be handled independently;

**(3) Maintenance of the Tower/Apartment/Project:** The Promoter shall be responsible to provide and maintain essential services of the Luxury Zone and luxury portion of the Future Development in the Complex till the taking over of the maintenance of the Luxury Zone and luxury portion of the Future Development of the Complex by the Association of the purchasers upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Luxury Zone and Luxury portion of the Future Development of the Complex. The cost of such maintenance which has been included in the Total Price paid by the Purchaser of the Apartment, which was fixed based on the Consumer Price Index (CPI) published by Central Statics

Office (CSO) (Ministries of Statics and Programme Implementation) as on \_\_\_\_\_, 20\_\_\_\_ assuming that the Association shall be formed and maintenance and management of the Common Areas & common facilities will be taken over by the purchasers within a period of 2 (two years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may be of the last Tower of the Luxury Zone and Luxury portion of the Future Development. In case the formation of the Association is delayed beyond the two year period, the Promoter shall provide and maintain the essential services in the Project till the Association is formed and the Luxury Zone and Luxury Portion of Future Development of the Complex is handed over to the Association and the purchasers shall pay to the Promoter the charges for such maintenance as fixed by the Promoter, on the basis of then prevailing CPI as mentioned above or may hand it over to the Competent Authority.

**(3.1) Common Areas and Facilities:**

- (A) The Common Areas and Facilities of the Luxury Zone and Luxury portion of the Future Development shall be handed over to the Association upon formation of such association by the owners of the Luxury Zone and Luxury portion of the Future Development (the “**Association**”).
- (B) The Owners of the Luxury portion of the Future Development shall join the Association of the Luxury Zone as members. The Owners of the Commercial Apartments, if any, of the Future Development, may, at their discretion form a separate Association for themselves or join the Association of the Luxury Zone, as members.
- (C) The Purchaser shall complete the formalities of becoming a member of Association and also to comply with the Rules and Bye-laws of the Association.

- (D) The Promoter shall at an appropriate time within a maximum period of 2 years from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, of all the Phases of Luxury Zone and Luxury portion of Future Development shall notify the scheme of formation of the Association to the purchasers in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association.
- (E) The Purchaser shall execute the necessary Declaration in Form-A, for submission of the Luxury Zone and Luxury portion of the Future Development to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon to do so by Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.
- (F) **Interim Maintenance Period:** During the interim maintenance period (i.e. the period prior to formation of the Association of purchasers and handing over of maintenance of Common Areas and Facilities of the Luxury Zone), the Promoter shall have two separate committees to run, operate, manage and maintain (i) the Club and (ii) the Common Areas & Facilities:
- (i) The Promoter shall endeavour that the committee responsible for running the Club shall consist of persons having suitable hospitality background. The duties of this committee will include the maintenance and operation of all the facilities identified as the Club facilities. This committee will be required to provide manpower for running the facilities, wherever required, and to collect monthly



subscription, guest charges and the user charges for the utilities being provided on “pay by use” basis. This committee will also be responsible for engagement of residents in activities of the Club and organizing events and celebrations etc. from time to time.

- (ii) The Promoter shall endeavour that the committee responsible for managing and maintaining the Common Areas and Facilities of the Luxury Zone and the Luxury portion of the Future Development shall consist of persons/ agency/body having idea /know how/suitable requisite experience for the general upkeep and maintenance of the Common Areas & Facilities of the Luxury Zone and the Luxury portion of the Future Development. The maintenance and management of common areas and facilities will primarily include but not limited to maintenance of water works, STP, common Electrical installations, DG Sets, Solar Panels, Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include safety and security of the Luxury Zone and the Luxury portion of the Future Development such as fire detection and protection and management of general security control of the Luxury Zone and the Luxury portion of the Future Development.
- (G) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and Facilities of the Luxury Zone and the Luxury portion of the Future Development, including that of the Club shall during the Interim Maintenance Period, be framed by the Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

- (i) **Air Conditioning:** The Apartment has been designed for Variable Refrigerant Flow (VRF) system of air conditioning; with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Purchaser shall have to strictly follow while installing their AC units.

No puncturing of window/ wall to install A.C units will be permitted.

(ii) **Balconies/Terrace:**

- (a) The Apartment has \_\_\_\_\_ balconies. Drying of clothes etc. shall be permitted only in the utility balcony (Service Area) to maintain the aesthetics of the Tower/Building and to provide equal enjoyment to all the purchasers. The Purchaser shall not dry clothes or hang etc. in any manner in which it would be visible from the open areas of the Luxury Zone and Luxury portion of the Future Development.

- (b) The balconies in the Apartment will always remain to be balcony and the Purchaser shall not glaze/grill/cover the same so as to enclose the space or to disturb the aesthetics of the Project/Tower/Luxury Zone/Luxury portion of the Future Development. The Purchaser shall not interfere to the elevation/ façade of the Tower. The Purchaser shall maintain the design intent of the architects.

- (iii) **The Pond:** The pond situated within the Luxury Zone (shown as POND-“X” in the **Plan– “A”** annexed hereto) has been developed by the Promoter in the manner as approved by the concerned authority (ies) as a facility for

enjoyment of the purchasers of residential apartments in the Luxury Zone as also those of the Luxury portion of Future Development.

During the Interim Maintenance Period, the maintenance and management of the Pond and the facilities thereat shall be done in the manner as shall be suitably devised by the Promoter.

**(H) The CLUB and its maintenance:**

- (i) The Promoter has set up a club for use of the purchasers in the Luxury Zone and the Luxury portion of the Future Development (hereinafter referred to as the "**CLUB**"). The Club forms a part of the Common Areas and Facilities of the Luxury Zone and the Luxury portion of the Future Development and will be handed over to the Association in due course.
- (ii) During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee.
- (iii) All the purchasers of the residential apartments of the Luxury Zone and the Luxury portion of the Future Development will be members of the Club.
- (iv) The Purchaser may also request for Additional Membership \* for occupant(s) in their Apartment(s), which may be permitted by the Promoter, subject to confirmation from the Purchaser and on payment of the Additional Membership charge as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)		On Allotment of Additional Membership

- *Additional Membership shall mean, the membership allotted to a family member, other than spouse and dependent children of the purchasers.*
  - *The tenant/lessee/licensee of the purchasers may use the Club facilities on written confirmation of the purchasers as their tenant/lessee/licensee and on payment of monthly subscription only.*
- (v) The purchasers and the Additional Member(s) of the Club may use the Club facilities subject to payment of the monthly subscription as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription (Per Membership)	1,000/-	From the date of commencement of Club operations

- *This amount is at today's costs and subject to revision from time to time.*
  - *One membership of the Club will entitle the individual, spouse and dependent children to use Club facilities.*
- (vi) The purchasers under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted Apartments as the member of the Club.
- (vii) If the members bring guests to use the Club facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the Club.

- (viii) Some of the facilities at the Club shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.
- (ix) Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).
- (x) The Purchaser understands and accepts that all the facilities of the Club may not get ready /operational for use at the time the possession of the Apartment is handed over to the Purchaser. However, if at that time some of the Club facilities are made operational, then, and in that event, the Purchaser as a member of the Club, shall be entitled to use all those facilities which have been made operational and shall pay 50% of the Monthly Subscription till such time that all the Club facilities are made operational and available to the Purchaser.
- (xi) In case the Apartment is transferred by the Purchaser, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the Club.
- (I) After the Common Areas and Facilities of the Luxury Zone are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

- (J) **Insurance:** In accordance with Section 16 of the Act, the Promoter is required to obtain all such insurances as may be notified by the Government of West Bengal, subject to availability and is required to pay the premium and charges in respect of such insurances till the Common Areas & Facilities of the Luxury Zone and the Luxury portion of the Future Development of the Complex are handed over to the Association or to the Competent Authority, as the case may be. The Purchaser hereby agrees and undertakes to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 (two) years from the date of receipt of Completion Certificate or Partial Completion Certificate, as the case may be. In In case the Association is not formed within a period of 2 (two) years from the date of Completion Certificate or the Partial Completion Certificate, as the case may be, then and in such event the Purchaser shall be liable to pay its contribution to the Promoter for the period till the Association is formed and thereafter to the Association or to the Competent Authority, as the case may be.
- (K) **Telecom Connectivity:** The Promoter has provided, connectivity of telecom/ high speed broadband/ other similar telecom and IT facilities to the Luxury Zone and/or have entered into agreement /contract (on such terms and conditions and for such period as the Promoter has decided) with service provider(s) for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Luxury Zone and the same shall form the part of common facilities. These contracts/ agreements, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas & Facilities of the Luxury Zone and

thereafter, it may be renewed on terms and conditions as may be decided by the Association

- (L) **Car Wash Facility**: Provision has been made for car wash facility in the Luxury Zone. The facility may be used by the Purchaser on “pay by use” basis. The facility has been outsourced by the Promoter to some external agency/vendor as per mutually agreed terms. The initial agreement and/or terms and conditions for running the car wash facility has been entered into between the Promoter and the agency/vendor. After formation of Association of Luxury Zone and the Luxury portion of Future Development, the terms & condition of running the facility has been in the manner as may be decided by the Association and the agency/vendor. In case, however, the Association is formed before expiry of the initial agreement, the Association shall honour the initial terms & conditions till the expiry of the agreement.
- (M) **Reticulated Gas Supply**: Provision has been made for reticulated gas supply in the Luxury Zone. The facility may be used by the Purchaser on “pay by use” basis. The Purchaser has paid an amount for making this provision of this facility, which was part of the Total Price of the Apartment. The facility has been outsourced by the Promoter to some external agency/vendor. The initial agreement and/or terms and conditions for running the facility shall be entered into between the Promoter and the agency/vendor. After formation of Association of Luxury Zone and the Luxury portion of Future Development, the terms & condition of running the facility has been in the manner decided by the Association and the agency/vendor. In case, however, the Association is formed before expiry of the initial agreement, the Association shall honour the initial terms & conditions till the expiry of the agreement.

**(N) Maintenance & Other Security Deposits:**

- (i) The Purchaser has deposited an amount equivalent to 2 year's maintenance charges (the "**MAINTENANCE SECURITY DEPOSIT**") which amount has been included in the Total Price. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Purchaser. The deposit after adjustment/ recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Luxury Zone and Luxury portion of Future Development.
- (ii) **ELECTRICITY SUPPLY/DG BACK-UP:** The Purchaser has obtained electricity meter with respect to his Apartments from CESC. The Purchaser shall pay the electricity bills pertaining to his Apartment directly to CESC.
- (iii) **Diesel Generator Power Back-Up:** Provision has been made for the installation of Diesel Generator ("**DG**") for power backup to run the basic facilities at the Luxury Zone.

In addition to that, DG back up facility has been made available for every apartment. The Purchaser has paid for allocated DG load and charges of the same for its Apartment which was included in the Total Price.

In case the Purchaser requires additional DG power load in their Apartment, the extra DG power load shall be allotted upon availability and in multiples of [KW@Rs.-----/-](#) per KW.

The Purchaser will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter/the Association, as the case may be.



**(iv) MAINTENANCE CORPUS/SINKING FUND:**

The Total Price includes an amount \_\_\_\_\_/-for the Apartment of the Purchaser, towards creation of a maintenance corpus / sinking fund for major repairs, renovation and/or reconstruction of the Common Areas and Facilities of the Luxury Zone and Luxury portion of the Future Development and/or for similar other eventualities. The maintenance corpus/sinking fund shall be held, invested and applied by the Promoter as a trustee of the purchasers of the Luxury Zone and Luxury portion of the Future Development without requiring the express consent or approval of the Purchaser. This maintenance corpus/sinking fund together with accruals thereon (net of Income Tax) will be handed over to the Association at the time of handing over maintenance and management of the common areas and facilities of the Luxury Zone and Luxury portion of the Future Development, 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 and Facilities.

**(O) Default in payments of Usage Charges of Common Facilities during the Maintenance Period:** Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the Club within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Purchaser and will make the Purchaser liable to pay interest at 2% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

**(4) Taxes:** All prices, rates, fees and charges etc. mentioned in this Deed 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.

- (5) Right to enter the Apartment for repairs:** The Promoter/maintenance agency/association of purchasers shall have rights of unrestricted access of all Common Areas and Facilities, covered parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Association of purchasers and/or maintenance agency 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.
- (6) Usage: Use of Service Areas:** The service areas, as located within the Project, has been earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of purchasers formed by the purchasers for rendering maintenance services.
- (7) Compliance with respect to the Apartment:**
- (A) The Purchaser shall, after taking possession, 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/Tower, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and

ensure that the support, shelter etc. of the Building/Tower is not in any way damaged or jeopardized.

- (B) The Purchaser further undertakes, assures and guarantees that he/she would not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face / façade of the Project or anywhere on the exterior of the Project therein or Project Common Areas. 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. 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 Project/Building/ Tower/Luxury Zone/Complex. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- (C) The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of the purchasers and/or maintenance agency appointed by association of purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (D) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

### **III. The Owner and the Promoter doth hereby covenant with the Purchaser as follows:**

- (1) **Further Assurance:** The Owner and the Promoter, in future, shall, at the request and cost of the Purchaser, execute such

documents that may be required for perfecting and bettering the title of the Purchaser to the Apartment or more effectually transferring the Apartment to the Purchaser.

- (2) **Defect Liability:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale 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 it is 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 contained in clause 12 of the Agreement for Sale.

- (3) **West Bengal Apartment Ownership Act:** The Promoter has assured the Purchaser that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

**IV. MUTUAL COVENANTS:**

- (i) **Cafeteria:** The Promoter shall construct and set up a cafeteria on the 3<sup>rd</sup> Floor (Podium) level (the “CAFÉ”) of Project which Café will be owned, run, managed and maintained by the Promoter, either by itself or through an Operator at its sole and absolute discretion. This CAFÉ will be owned absolutely by the Promoter or its successors/ assigns and never be considered as a common area. The maintenance charges, proportionate to the Carpet Area of the Café will be paid by the Promoter to the Association, on its formation.
- (ii) **Compliance of Laws, Notifications etc:** The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Project.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser: (including joint buyers)

1. Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

Please affix Photographs & sign across the photograph
----------------------------------------------------------------

2. Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

Please affix Photographs & sign across the photograph
----------------------------------------------------------------

SIGNED AND DELIVERED BY THE WITHIN NAMED: Owner:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs &  
sign across the  
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED: Promoter:

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs &  
sign across the  
photograph

SCHEDULE 'A'

ALL THAT Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Sqft., Type \_\_\_\_, on \_\_\_\_\_ floor, in Tower \_\_\_\_\_, named \_\_\_\_\_ shown in RED border on the Plan "A" annexed hereto along with Covered Car Parking No. \_\_\_\_, measuring \_\_\_\_\_ sft in the \_\_\_\_\_ (location) shown in GREEN border on Plan "B" annexed hereto together with pro rata undivided, indivisible and variable share in the common areas of the Project as well as those of the Luxury Zone and butted and bounded as follows:

East:

West:

North:

South:

SCHEDULE 'B' - MEMO OF CONSIDERATION