

**THIS DEED OF CONVEYANCE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
BETWEEN

**JAY SHREE TEA & INDUSTRIES LTD.**, (PAN: \_\_\_\_\_), a Company incorporated under the Companies Act, 1956 and an existing Company, within the meaning of the Companies Act, 2013, having its Registered Office at Industry House, 10, Camac Street, Police Station Shakespeare Sarani, Kolkata – 700 017, (hereinafter referred to as the “**OWNER**” which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns.) of the **FIRST PART**

**AND**

**KUSHAGRA PROPERTIES PRIVATE LTD.**, (PAN: \_\_\_\_\_), a Company incorporated under the Companies Act, 1956 and an existing Company, within the meaning of the Companies Act, 2013, having its Registered Office at 5<sup>th</sup> Floor, Martin Burn House, being Premises No.1, R.N.Mukherjee Road, Police Station Hare Street, Kolkata – 700 001, (hereinafter referred to as “**KUSHAGRA**” which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns.) of the **SECOND PART**

**AND**

**AMBUJA HOUSING & URBAN INFRASTRUCTURE CO. LTD.**, (PAN: \_\_\_\_\_), a Company incorporated under the Companies Act, 1956 and an existing Company, within the meaning of the Companies Act, 2013, having its Registered Office at Eco-Space Business Park, Block – 4B, 6<sup>th</sup> Floor, Premises No.IIF/II, Action Area II, New Town, Police Station New Town, Kolkata–700156, (hereinafter referred to as the “**PROMOTER**” which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns.) of the **THIRD PART**

**AND**

\_\_\_\_\_, (CIN No. \_\_\_\_\_), (PAN \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 1956/2013, having its Registered Office at \_\_\_\_\_, represented by its authorized signatory \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide Board Resolution dated \_\_\_\_\_, 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 assigns) of the **FOURTH 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 "**e**" (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, Kushagra, 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) “**Appropriate Government**” means the Government of West Bengal;
- (c) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “**Regulations**” means the Regulations made under the West Bengal Housing Regulation Act, 2017;
- (e) “**Section**” means a section of the Act.

**WHEREAS:**

- A. The Owner is the absolute and lawful owner of a piece of freehold Land, measuring 6486.04 sq.mt., be the same a little more or less, situated at Premises No.20, Canal East Road, Manicktala, under the Kolkata Municipal Corporation Ward No.14, Kolkata-700067 (the “**SAID LAND**”). The Owner purchased the said Land by a registered Sale Deed dated 09-10-1968 being Deed No. 4898/ 1968 registered in Book-I, Volume No -166, Pages 82 to 89 in the office of the Registrar of Assurances, Kolkata, West Bengal.
- B. The Owner, the Promoter and Kushagra have entered into a Development Agreement, dated 17<sup>th</sup> April, 2015 for development and construction by Promoter at its own cost of a Residential Building Project on the said Land for the consideration and subject to the terms and conditions contained therein.
- C.
  - (i) The Owner, Kushagra & the Promoter have named the Building Project, as “**Udvita-The Condoville**”, (hereinafter referred to as the “**PROJECT**”).
  - (ii) The Project consists of one Building/Block having 2 (two) wings of (G+10+Terrace) and (G+11+Terrace) comprising of a total number of 150 residential apartments. The Two Wings of the Project are named **Wing No.1** and **Wing No.2** respectively.
  - (iii) The Development Agreement provides that the Promoter shall own and possess 60% of the total developed and constructed area and Kushagra shall own and possess balance 40% thereof on delivery of such area by the Promoter to Kushagra as requested by Owner. Thus, Kushagra is entitled to 60 Apartments and Promoter is entitled to 90 Apartments in the Project.
  - (iv) Kushagra and the Promoter have identified and demarcated 90 Apartments belonging to the Promoter (hereinafter referred to as “**PROMOTER’S ALLOCATION**”) and 60 Apartments belonging to Kushagra (hereinafter referred to as “**KUSHAGRA’S ALLOCATION**”). A chart showing the apartment numbers in Promoter’s allocation and those in Kushagra’s allocation is marked as **Annexure “\_\_\_”** hereto.
  - (v) This Deed of Conveyance is in respect of an Apartment situate in Promoter’s allocation/ Kushagra’s Allocation.
- D. The Kolkata Municipal Corporation has granted the approval to develop the Project vide Building Permit bearing No. 2016030048 dated 20-09-2016;
- E. The Owner through the Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, as the case may be, from Kolkata Municipal Corporation. The Owner, Kushagra & the Promoter agree and

undertake that they shall not make any changes to these layout plans of Project except in strict compliance with Section 14 of the Act and other laws as applicable;

- F. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_;
- G. The Purchaser had applied for an apartment in Promoter's Allocation/ Kushagra's Allocation in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square Feet, Type \_\_\_\_\_, on \_\_\_\_\_ Floor in Wing No. \_\_\_\_\_ named \_\_\_\_\_ (hereinafter referred to as the "**BUILDING**"), along with [Covered/Open/Mechanical] Car/Two Wheeler Parking Space No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square Feet in the \_\_\_\_\_ [location] as permissible under the applicable law together with pro rata share in the common areas of the Project (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.;
- H. By an Agreement for Sale dated \_\_\_\_\_, registered with \_\_\_\_\_ Registrar, in Book No.I, Volume No.\_\_\_\_, Page \_\_\_\_\_ to \_\_\_\_\_, Being Deed No. \_\_\_\_\_, for the Year \_\_\_\_\_, the Owner, Kushagra and Promoter agreed to sell 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;
- [In the cases where Agreement For Sale is not executed, i.e. pre HIRA regime, the recital of the Deed of Conveyance would be changed. 'By a Provisional Allotment Letter dated \_\_\_\_\_, the Kushagra/Promoter had allotted the Apartment to the Purchaser on the basis of the terms and conditions agreed between them and with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project and their mutual rights and obligations .']*
- K. 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.
- L. The Promoter/Kushagra has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser, has taken possession of the Apartment to the Purchaser's full satisfaction.
- M. 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, payment 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 and/or Kushagra 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 right of the Promoter/Kushagra, the Plan of 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;

**N. REPRESENTATIONS AND WARRANTIES OF THE OWNER, KUSHAGRA & THE PROMOTER:**

The Owner, Kushagra & 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 Owner and the Promoter have requisite rights to carry out development upon the Said Land and absolute, actual physical and legal possession for developing Said Land;
- (ii) The Owner & the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner, Kushagra & the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Land, the Building and the Apartment and the Common Areas ;
- (vi) The Owner, Kushagra & the Promoter 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) The Owner, Kushagra & the Promoter confirm that they are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- (viii) The Said 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 Said Land;
- (ix) The Owner, Kushagra & 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 Owner, Kushagra & 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.

- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner in respect of the Said Land and/or the Project.
- O. In pursuance of the said Agreement for Sale, this Deed of Conveyance is being executed by the Owner, Kushagra 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, Kushagra and the Promoter do hereby sell, grant, convey and transfer 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/open/mechanical] car parking space location of which is shown in **GREEN** border on Plan "B" hereto **TOGETHER WITH** pro rata share in the common areas of the Building (the "**BUILDING COMMON PORTIONS**") and pro rata share in Common Areas of the Project and also in the land on which the Building is situated together with all easements, rights and appurtenances belonging thereto **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 DOETH HEREBY COVENANT WITH THE OWNER, KUSHAGRA AND THE PROMOTER as follows:** The Purchaser doeth hereby, agree, accept and covenant with the Owner, Kushagra 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 and the Project 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 Project and the Common Areas.
- (2) Common Areas of the Building and the Project and the Limited Common Areas and Facilities:** It is strictly agreed by the Purchaser with the Owner, Kushagra and the Promoter that:
- (i) The Purchaser hereby agrees with the Owner, Kushagra & the Promoter that the Common Areas and common facilities in the Project shall be used by the Purchasers of both the Wings of the Project in common with each other;
- (ii) 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 Building is situated together with all easements, rights and appurtenances belonging thereto; The Building Common Portions shall be exclusively used by the Purchasers of the Building only;

(iii) 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 in respect of the Project shall, *inter alia*, include the car/two wheeler parking spaces, terrace(s), open spaces/lawn/private garden on the terrace(s) situated and/or designed for the Project;

**(3) Maintenance of the Tower/Apartment/Project:** The Promoter shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association of the purchasers upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be.

The cost of such maintenance which has been included in the Total Price of the Apartment, assuming that the Association(s) 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. 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 Project is handed over to the Association and the purchasers shall pay to the Promoter the charges for such maintenance as fixed by the Promoter, or may hand it over to the Competent Authority.

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

- (A) The Common Areas and Facilities of the Project shall be handed over to the Association upon formation of such association by the owners of the Apartments in the Project. (the “**ASSOCIATION**”).
- (B) The Owners of the Apartments in the Project shall join the Association as members.
- (C) The Purchasers 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 the Project shall notify the scheme of formation of the Association to the purchasers in accordance with the West Bengal Apartment Ownership Act 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 Project 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 by to do so by

Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.

**(F) Interim Maintenance Period:**

- (i) 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 Project), the Promoter shall run, operate, manage and maintain the Common Areas & Facilities including the Residents Activity Centre (“**RAC**”) as mentioned hereinafter.
- (ii) The maintenance and management of common areas and facilities will primarily include but not limited to maintenance of water works, common Electrical installations, DG Sets, Landscaping, Driveways, Parking areas, Lobbies, lifts & staircases, RAC etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

**(G) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and Facilities of the Project 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:** Suitable space for keeping outdoor units of the AC System is given for each apartment 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 a balcony. Drying of clothes etc. shall have to be done by the Purchaser in such manner that it does not disturb the aesthetics of the Building / and should not be visible from the open areas of the Project.
- (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 Building/Tower/Project. The Purchaser shall not interfere to the elevation/ façade of the Building/Tower. The Purchaser shall maintain the design intent of the architects.

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

- (a) The Promoter has set up a “Residents Activity Centre (**RAC**)” (namely “**ZEST**”) in the Project. All Apartment Owners of the Project shall be become the members of the RAC. The membership of the RAC shall be only in the name of individuals



and the onetime charge for RAC will be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) for 3 BHK Apartments and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) for 2 BHK Apartments. The onetime RAC charge shall be appropriated by the Promoter towards the cost to be incurred for providing the infrastructure facilities and interiors including equipment at the RAC. Surplus or deficit, if any, of such onetime RAC charge will be on account of the Promoter.

- (b) One membership of the RAC will entitle the individual, spouse and dependent children to use RAC facilities. The other occupant(s) of Apartment(s) may also use the RAC facilities, subject to confirmation from the Purchaser(s) and on payment of Additional Annual Subscription Charges as may be decided by the Promoter in due course of time.
- (c) Other Purchaser(s) (such as body corporate, AOP etc.) will be required to nominate the occupier of their allotted Apartment, who, for all purposes, will be treated as the member of the RAC.
- (d) The RAC will form part of common areas and facilities of the Project, all the facilities of which will be fully operational on completion of entire Project and it will be handed over to the Owners Association on its formation.
- (e) The RAC shall be managed by the Promoter either by itself or through its nominee, during the interim maintenance period.
- (f) The rate of annual RAC subscription charge for the Apartments is Rs. \_\_\_\_\_/-. This amount is at today's cost and may be subject to revision from time to time.
- (g) The usage of the RAC by the Purchasers, however, is subject to the payment of subscription charge.
- (h) The annual subscription for 2(two) years shall be payable to the Promoter or its nominee, at the time possession. Surplus or deficit, if any, arising out of the operation of the RAC for the period of these 2(two) years shall be to the account of the Promoter.
- (i) Some of the facilities at the RAC shall be available to the members, subject to payment of the annual subscription, while other facilities will be available on "pay and use" basis over and above the annual subscription charges.
- (j) Detailed terms and conditions of RAC membership, different charges and rules and regulations governing the usage of the RAC will be formulated and circulated to all the members in due course, which will be binding on all the members of RAC.
- (k) In case the Apartment is transferred, the membership of RAC will automatically stand transferred to the transferee of the Apartment and the transferor will cease to be the member of the RAC.

- (I) After the Common Areas and Facilities of the Project 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 shall obtain all such insurances as may be notified by the Government of West Bengal subject to availability and shall pay the premium and charges in respect of such insurances till the Common Areas & Facilities of the Project are handed over to the Association or to the Competent Authority, as the case may be. The Purchaser hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of Completion Certificate or Partial Completion Certificate, as the case may be, for such insurance and the cost of such proportionate contribution has been included in the Total Price.
- (K) **Telecom Connectivity:** The Promoter may, at its discretion, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice 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 Project and the same shall form the part of common facilities. These contracts/ agreements, if any, 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 Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association
- (L) **Maintenance Security Deposit:**
- The Purchaser has deposited an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (the “**MAINTENANCE SECURITY DEPOSIT**”). 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 Project. The Maintenance Security Deposit has been included in the Total Price.
- (M) **Electricity Supply:**
- 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.
- (N) **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 Project.

In addition to that, DG back up facility has been made available for every apartment. The allocated DG load charges has been paid by the Purchaser and is included in the Total Price.

The Purchasers 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.

**[O] Default in Making Payments of Usage Charges of Common Facilities during the Maintenance Period:**

So long as the Common Areas & Facilities of the Project are maintained by the Promoter, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the RAC within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Purchasers and will make the Purchasers liable to pay interest at 12% per annum 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 Promoter/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, shall be 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, 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 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 Building or anywhere on the exterior of the Project or Common Areas and Facilities therein. 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 Building. 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, indivisible, and variable proportionate share in the Common Areas of the Project. Since the share/interest of 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, Kushagra and the Promoter doth hereby covenant with the Purchaser as follows:**

- (1) **Further Assurances:** The Owner, Kushagra 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/Kushagra 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
- (3) **Apartment Ownership Act:** The Owner, Kushagra and 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 Owner, Kushagra and the Promoter have constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.
- (4) **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 witness, 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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Kushagra :

3. Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Please affix  
Photographs & sign  
across the photograph

At\_\_\_\_\_ on\_\_\_\_\_ in the presence of:

**WITNESSES:**

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

Name\_\_\_\_\_

Address\_\_\_\_\_

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

Name\_\_\_\_\_

Address\_\_\_\_\_

**SCHEDULE 'A'**

**ALL THAT** Apartment No.\_\_\_\_\_, having Carpet Area of \_\_\_\_\_ sqft, Type \_\_\_\_\_, on \_\_\_\_\_th floor, in Wing No.\_\_\_\_\_, Named \_\_\_\_\_, shown in **RED** border on the Plan "A" annexed hereto along with [Covered/Open/ Mechanical Car/ Two Wheeler Parking Space] No.\_\_\_\_\_, measuring \_\_\_\_sq. ft. in the \_\_\_\_\_ [location] shown in **GREEN** border on Plan "B" annexed hereto together with prorata share in the Common Areas of the Project.

**SCHEDULE 'B'**

[MEMO OF CONSIDERATION]

**SCHEDULE 'C'**

[SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)]

**SCHEDULE 'D'**

[SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)]