

Draft Deed of Conveyance

HIG (Tower Diamond & Platinum)

This **Deed of Conveyance** made this _____ day of _____, Two Thousand and _____;

BETWEEN

WEST BENGAL HOUSING BOARD, a Statutory Body Corporate, constituted under the West Bengal Housing Board Act (XXXII of 1972) having its PAN: AAAJW0019K and office at 105, Surendranath Banerjee Road, Police Station - New Market, Post Office - New Market, Kolkata- 700014, hereinafter referred to as "**the Board**", represented by its constituted attorney, Bengal Peerless Housing Development Company Limited through its authorized representative Mr. _____, son of _____, having PAN no. _____ by faith _____, by occupation-Service, working for gain at Bengal Peerless Housing Development Company Limited, at 6/1A, Moira Street, Mangal Deep, Ground Floor, Police Station - Shakespeare Sarani, Post Office - Circus Avenue, Kolkata-700017 vide Board Resolution dated _____ (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors-in-interest and assigns) of the **FIRST PART**

AND

BENGAL PEERLESS HOUSING DEVELOPMENT COMPANY LIMITED, a Joint Sector Company having its CIN:U70101WB1994PLC063280 and PAN: AABCB3038P and registered office at 6/1A, Moira Street, Police Station - Shakespeare Sarani, Post Office - Circus Avenue, Kolkata-700017, hereinafter referred to as "**BPHDCL**" represented through its authorized representative _____, son of _____, having PAN: _____, by faith _____, by occupation-Service, working for gain at Bengal Peerless Housing Development Company Limited, 6/1A, Moira Street, P.S Shakespeare Sarani, P.O Circus Avenue, Kolkata-700017 vide Board Resolution dated _____ (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and

include its successors-in-interest and assign) of the **SECOND PART**

AND

If the Purchaser is an Individual

Sri/Smt. [_____], son/ daughter/ wife of [_____],
by faith _____, Occupation _____, residing at
[_____], having Income Tax PAN
[_____], hereinafter referred to as the "**Purchaser**" (which
expression shall mean and include his/her heirs, legal representatives,
executors, administrators, successors and assigns) of the **THIRD PART**.

If the Purchaser is a HUF

Sri [_____], son of _____ aged about [_____] for self and as
the Karta of the Hindu Joint Mitakshara Family known as [_____]
HUF, having its office at [_____], having Income Tax PAN
[_____], hereinafter referred to as the "**Purchaser**" (which expression
shall unless excluded by or repugnant to the subject or context be deemed to
include his heirs, executors, administrators, representatives and assigns as
well as the members of the said HUF, their heirs, executors, administrators,
representatives and assigns) of the **THIRD PART**.

If the Purchaser is a company

[*], a company within the meaning of the Indian Companies Act, 2013, or any
other Acts, previously in force, having its registered office at [*], represented
by its authorised signatory, _____, having PAN NO: _____,
CIN _____ herein after called as the "**PURCHASER**" (which
expression shall unless excluded or repugnant to the subject or context be
deemed to include its successors and assigns) of the **THIRD PART**.

If the Purchaser is a Partnership

[*], a partnership firm registered under the Indian Partnership Act, 1932,
having its principal place of business at [*], comprising the following partners

[* - please list all partners], represented by its authorized partner, _____, having PAN NO: _____ hereinafter referred to as the **“PURCHASER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include the heirs, executors, representatives, administrators and permitted assigns of the respective partners) of the **THIRD PART**.

(The Board, BPHDCL and the Purchaser are individually also referred to as **“Party”** and collectively referred to as the **‘Parties’**)

WHEREAS

A. The Board was the owner of land admeasuring 12.67 acres situated at Mouza Barakhola, Police Station - then Kasba, now Purba Jadavpur, District South 24 Parganas ,being premises no. 401, Barakhola, Kolkata- 700099, Police Station Purba Jadavpur, J.L. No. 21 (hereinafter referred to as the **“Total Land”**) and more fully described in **PART-A** of the **FIRST SCHEDULE** hereunder.

B. By an Agreement dated 8th July, 2009 registered in the Office of D.S.R-III South 24-Parganas, in Book-I, CD Volume no. 17, Pages 1851 to 1867, for the year 2009 made between the Board (therein also referred to as the Board) and BPHDCL (therein referred to as the Company), for the consideration mentioned therein, the Board appointed BPHDCL as the Developer for the purpose of construction of the Complex comprising of LIG, MIG and HIG dwelling units, the validity of which has been extended by the parties.

C. In terms of the said Agreement dated 8th July, 2009, by a Power of Attorney also dated 8th July, 2009, registered in Book-IV CD Volume no. 1,

Pages 3690 to 3701 Being No. 00447 for the year 2009, the Board nominated, constituted and appointed BPHDCL as their true and lawful Attorney and Agent in their name and on their behalf to execute and perform all acts, deeds, matters and things as mentioned and described therein.

D. The Board and BPHDCL has constructed 14 Towers on 9.04 acres of land being Phase-I of Avidipta, and had transferred/ shall be transferred to the prospective allottees by way of Deed of Conveyances.

E. After the completion of 'Phase -I' of Avidipta, on part of the Total Land, BPHDCL has now developed Avidipta 'Phase-II' (the "said Project") on the land admeasuring about 2.63 acres, being part of the single Premises no 401, Barakhola, Kolkata- 700099, Police Station Purba Jadavpur, under Mouza- Barakhola, J.L. No. 21 (hereinafter referred to as the "**Schedule Land**") and more fully described in **PART-B of the FIRST SCHEDULE** hereunder and delineated in '**Blue**' border in the plan annexed hereto and marked as '**Annexure - I**', consisting of residential Flats/ Apartments for three categories, i.e. Tower 'Silver' for the Lower Income Group (LIG), Tower 'Gold' for the Middle Income Group (MIG I and II) and Towers 'Platinum' and 'Diamond' for Higher Income Group (HIG), along with Commercial Spaces if any in accordance with the Building Plan No. 2016120110 dated 11th January, 2017, sanctioned by the Kolkata Municipal Corporation. West Bengal Housing Board is the owner of 2.63 acres of land out of 12.67 acres of land in the Single Premises number 401 Barakhola which was earlier reserved for future Development and now at this land Avidipta II has been developed.

F. The Purchaser is fully satisfied with the Board's right title and interest to the Schedule Land and BPHDCL's right under the Development Agreement dated 8th July, 2009.

G. The Purchaser has applied to BPHDCL for allotment in favour of the Purchaser the Apartment/Unit bearing no. ____ on ____ floor along with Maid's room on the ____ floor of Tower Diamond/Platinum admeasuring _____ - sq. ft. standard built up area (equivalent to ____ Sq. ft. carpet area+ ____ Sq.ft. balcony area+ private terrace area ____ Sq.ft) together with the right to use ____ car parking space bearing no. ____ in ____ level and the right to use the common areas and facilities in Avidipta Phase-II and the common areas exclusive for HIG Tower Diamond and Tower Platinum, to which BPHDCL has agreed to provisionally allot and sell to the Purchaser at the price and on the terms, conditions, covenants, stipulations and provisions therein.

H. By an Agreement for Sale dated _____ made between the Board, BPHDCL and Purchaser herein, the Board and BPHDCL agreed to sell and the Purchaser has agreed to purchase the _____ bedroom Apartment/Unit bearing no. ____ of on the ____ floor of Tower Diamond/Platinum admeasuring _____ - sq. ft. standard built up area (equivalent to ____ Sq. ft. carpet area+ ____ Sq.ft. balcony area+ private terrace area ____ Sq.ft) along with the right to use ____ nos. of car parking space bearing no. _____ in the _____ level together with the right to use the common areas and facilities in Avidipta Phase-II at or for a total consideration of Rs. _____/- (Rupees _____ Only) on the terms and conditions mentioned therein..

I. BPHDCL has completed construction of the aforesaid residential Tower 'Diamond'/ 'Platinum' for the Higher Income Group (HIG), and a Club House on Schedule Land and has also obtained Occupancy Certificate/Partial Completion Certificate bearing Memo No. _____ dated _____ for residential Tower 'Diamond'/ 'Platinum' and Club House from the said concerned department of Kolkata Municipal Corporation (KMC).

J. The Purchaser has inspected, scrutinized and is satisfied with the said sanctioned Building Plans and other documents relating to the said Project and the construction made, and has represented to BPHDCL and the Board that, under law, the Purchaser is eligible to purchase the aforesaid residential Apartment and there are no restrictions on the Purchaser to obtain conveyance under this Deed from the Board/BPHDCL and as such the Board and BPHDCL is executing this Deed of Conveyance in favour of the Purchaser on the terms and conditions mentioned herein.

NOW THIS DEED WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Definitions & Interpretation

1.1 In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“**Advocates**” shall mean M/s. Fox & Mandal, Solicitors and Advocates, having its office at 6, Church Lane, Kolkata - 700001;

“**Agreement**” means the Agreement for Sale dated _____ including the Schedules and Annexures hereto, and any amendments and modifications executed between West Bengal Housing Board, BPHDCL and the Purchaser;

“**Architect**” means Subir Kumar Basu, bearing Registration No. CA/78/4375 as Principal architect having its office at 4, Broad Street, Kolkata 700019 or such architect or firm of architects whom the Developer may, from time to time appoint for designing and planning of Avidipta -Phase -II.

“**Association**” means the associations of the Flat/Apartment owners in Avidipta- Phase II, competent to contract in its own name and incorporated under the West Bengal Apartment Ownership Act 1972, in accordance with the relevant bye- laws, or any other organization/association allowed under the relevant law.

“**Building Plan(s)**” means Building Permit No. 2016120110 for Avidipta -Phase-II dated 11.01.2017 and duly sanctioned by the Kolkata Municipal Corporation and shall include any amendments thereto or modifications thereof made or caused by BPHDCL as per law;

“**Carpet Area**” means the net usable floor area of a flat/apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat/apartment.

Explanation. – For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah,

as the case may be, which is appurtenant to the net usable floor area of a flat/apartment, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a flat / apartment, meant for the exclusive use of the Purchaser(s);

"Consideration" shall have the meaning as set forth in Clause 2 herein;

"Developer" shall mean Bengal Peerless Housing Development Company Limited, as mentioned in the nomenclature of this Agreement;

"Occupant/s" shall mean any person/s residing in the said Apartment with the consent of the Purchaser.

"Owners" shall mean West Bengal Housing Board;

"Parties" shall collectively mean the Board, BPHDCL and the Purchaser and **"Party"** means individually each of the Parties;

"Possession Notice" and **"Possession Date"** shall have the meaning as set forth in Clause 7.1 herein;

"Purchaser" shall have the meaning attributed thereto in the array of parties' hereinabove;

"Said Apartment" shall mean the Said Apartment with Car Parking Space as described in the Second Schedule hereunder written; **"Said Project"** shall mean Avidipta -Phase -II being constructed on 2.63 acres of land, being part and parcel of single holding Premises no 401, Barakhola, P.S -Purba Jadavpur, P.O - Mukundpur, Kolkata- 700099 totally admeasuring about 12.67 acres, fully described in Part B of the First Schedule hereunder written;

“Standard Built Up Area” (“SBUA”) shall mean and be calculated in following manner :- Carpet area + area of external walls+ area of balcony + Proportionate share of common facilities. When there are several apartments on a floor, common facilities like lifts, stairs, lobby and so on are required for circulation, access and enjoyment, the same will be determined by the Architect whose decision shall be final and binding on all parties. The Built Up Area of these common facilities is calculated separately and is added to the built up area of each apartment in proportion to its size. Common facilities will also include areas for electrical rooms, pump rooms, gate houses or guard rooms, lobbies, common toilets, common amenities, common access spaces etc. which are provided for the common benefit.

2. In pursuance of the said Agreement and in consideration of the said sum of Rs._____/ - (Rupees _____Only) (excluding Deposits and Other Charges and GST) paid by the Purchaser to BPHDCL on or before the execution of these presents (the receipt whereof BPHDCL doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the payment of the same and every part thereof do hereby acquit release and discharge the Purchaser and the Said Apartment), the Board/BPHDCL doth hereby grant transfer sell convey release and confirm unto and to the use and benefit of the Purchaser **ALL THAT** Residential Apartment being No. [_____] on the ___ floor along with Maid’s room on the ___ floor of the Tower Diamond/ Platinum in Avidipta Phase II measuring about [_____] square feet of SBUA (equivalent to carpet area of _____ square feet + _____ Sq.ft. balcony area + private terrace area ___ Sq.ft.) be the same little more or less and delineated in ‘Red

Colour' border of Plan annexed hereto and marked as **Annexure "II"** together with the exclusive right to use _____ car parking space at _____ Level, bearing No. _____ at Avidipta Phase II as described in the Second Schedule hereunder written and delineated in ' _____ Colour' border of Plan annexed hereto and marked as Annexure III (Car Parking Space) together with the right to use the Common Areas and Recreational Facilities in Avidipta-II and exclusive common area for the HIG Tower Diamond and Platinum as described in the **Third Schedule** hereunder written (collectively defined herein as "**Said Apartment**") together with the fittings and fixtures thereto AND all the estate, right, title, interest, claim and demand whatsoever of the Board/BPHDCL both at law or in equity into and upon the Said Apartment or every part thereof TOGETHER WITH all rights, liberties and appurtenances and whatsoever to and unto the Purchaser together with the reversion or reversions, remainder or remainders and rent, issues and profits thereof and together with covenant for production of title deeds, evidences, deeds and writings in respect of the Schedule Land and TO HAVE AND TO HOLD the Said Apartment and all other benefits and rights hereby sold conveyed transferred or expressed or intended so to be and every part or parts thereof or arising out therefrom free from all encumbrances whatsoever absolutely and for ever SUBJECT TO Purchaser making payment of the common expenses short particulars whereof are mentioned in **FOURTH SCHEDULE** hereunder written and also SUBJECT TO the restrictions mentioned herein.

3. The Towers of Avidipta- Phase-II and the adjoining Common Areas and Recreational Facilities within the Said Project shall initially be managed and maintained by BPHDCL or any Maintenance Agency

appointed by them at its sole discretion (hereinafter referred to as the “**Maintenance Agency**”). However BPHDCL shall maintain the Common Areas and facilities up to 2 years from the date of obtaining Completion Certificate or Partial Completion Certificate. The Purchaser hereby agrees to pay the advance maintenance charges and the monthly maintenance charges including any increment thereon to BPHDCL / Maintenance Agency, at the direction of BPHDCL.

4. After registration of the Deeds of Conveyance of all the apartments in the Said Project or at any time thereafter, BPHDCL may in its discretion deem fit and proper take steps for formation of the association of the apartment owners of Avidipta- Phase-II (hereinafter referred to as the “**Association**”) in accordance with the provisions laid down under the West Bengal Apartment Ownership Act, 1972 as amended time to time. It is hereby made clear that there will be only one association to be formed by BPHDCL for said Project and in no event BPHDCL will be liable to admit or accept and/or acknowledge any other association nor any of the Purchasers/occupiers of any apartment in Avidipta- Phase-II (including the Purchaser herein) shall be entitled to become a member of any other association or subscribe to the membership of any other association. The maintenance of Avidipta Phase-II shall only be made over to the Association formed by the BPHDCL and thereafter the Association shall be responsible for the maintenance of the said Project.

5. The Purchaser along with other owners / purchasers of apartments in Avidipta Phase-II shall become and remain a member of the Association and shall observe and perform the terms and conditions, bye laws and the rules and regulations prescribed by the Association. The Association shall be formed for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc., in respect of the Said Project and to maintain the roads, compound walls and all other common areas. For this purpose, the Purchaser will execute the Deed of Declaration if required as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereto. The name of the Association shall be jointly decided by BPHDCL and the flat owners / purchasers of apartments in Avidipta-Phase-II, provided however it is clarified that the name of the Association shall not contain the word "Peerless" which is the brand name of the BPHDCL.
6. After formation of the Association, BPHDCL shall hand over the balance funds such as maintenance charges, if any, etc. already collected from the owners / purchasers of Avidipta Phase-II to the Managing Committee of the Association and shall also provide audited accounts for the same from the BPHDCL auditor as up-to that date. BPHDCL, the Managing Committee of the Association and the Purchaser shall be bound by the auditor's statement of accounts. In case the advance maintenance charges payable by the Purchaser to the BPHDCL (as mentioned under Clause 3 herein) is fully utilized / exhausted prior to the formation of the Association and/or handing over the maintenance of the Common Areas and

Recreational Facilities to the Association then the Purchaser agrees to pay additional maintenance deposits upon written demand received from the Developer. BPHDCL will also convey the common areas as required under the relevant law in favour of the Association.

7. All papers and documents relating to the formation of the Association shall be prepared and finalised through the Advocates appointed by BPHDCL and the Purchaser hereby consents to accept and sign the same. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by the owners / purchasers of apartments of Avidipta- Phase-II (including the Purchaser herein).
8. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
9. All purchasers of HIG Category in Avidipta Phase II shall be a member of the Club, which shall comprise of a swimming pool, and other amenities and facilities for their use. The Purchaser has also paid a sum of Rs._____/ - (Rupees _____ only) as a one time, non-refundable Compulsory Club Entrance/ Member Fee/ Admission Fees for membership to the Club . A Commercial space of about 1200 Sq.ft. on ground floor, annexed to Club House will be retained by BPHDCL and would not be a part of Club House and Common Area. BPHDCL reserves its right to construct a commercial space within Building foot

print area in addition to the above area prescribed without altering the proportionate share of the Common Areas to the existing allottee for public at a large.

10. The Purchaser shall pay the tentative Club subscription fee @ Rs. _____ (per member per month) to be decided by BPHDCL as and when the Club is operational. Compulsory Club Maintenance Charges, i.e., the running expenses such as Electricity Charges, housekeeping along with other maintenance cost of the Club shall be borne by the members against demands raised by BPHDCL and/ or its appointees.
11. BPHDCL through its own nominated Facility Management Agency will maintain and manage the Club. Detailed rules and regulations/ bye laws pertaining to the Club facilities/ membership shall be formulated in due course by BPHDCL and circulated amongst the members. All members shall abide by all terms and conditions thereof. The amenities to be provided in the Club are described in **FIFTH Schedule herein.**
12. The Club shall be for the exclusive usage of residents of Tower Diamond and Tower Platinum only, i.e. HIG purchasers only.
13. The Purchaser shall have no objection for BPHDCL to carry out balance construction activities of Avidipta - Phase -II on the Schedule Land.
14. The Purchaser and/or occupier hereby agrees to be bound by and to follow and accept the terms conditions/ restrictions/ privileges provided /laid down or as shall be laid down by BPHDCL and /or the Managing Agency.

15. The Purchaser, being the owner of the Said Apartment, shall at all times hereafter, be responsible for the action and/or in-action of such Purchaser's occupier/s, guests, agents, whosoever. For the purpose of this clause, BPHDCL/Maintenance Agency shall have the right to take appropriate action against the Purchaser in the event of any default of such occupier/s, guest, agent, etc.
16. In the event the Purchaser desires to transfer the said Apartment before the formation of the Association of Apartment Owners, the Purchaser shall inform BPHDCL or its Maintenance Agency and obtain a "No Objection Letter" from BPHDCL or its Maintenance Agency and the new owner shall sign the Deed of Declaration and other necessary documents for formation of the Association of Apartment Owners and compulsorily become a member of the Association of Apartment subject to terms and conditions laid down by BPHDCL and or the Maintenance Agency.
17. The Purchaser shall observe and abide by the bye laws as applicable for the apartment owners of the Schedule Land and rules and regulations prescribed by the Government/ Statutory Authority in regard to ownership and/ or enjoyment of the Said Apartment.
18. The Purchaser shall be entitled to the rights enumerated in the **SIXTH Schedule** hereto and the Purchaser shall have obligations enumerated in the **SEVENTH Schedule** hereto in regard to the Said Apartment.

19. If within a period of five years from the date of handing over of possession of the Said Apartment to the Purchaser, the Purchaser bring to the notice of BPHDCL any structural defect/s the Said Apartment, then wherever possible, such defect/s shall be rectified by the BPHDCL at its own cost. Provided however, that the Purchaser shall not carry out any alterations of whatsoever nature in the structure of the Said Apartment or in the fittings and fixtures therein, in particular, pipes, water supply connections, bathrooms, toilets and kitchen, which may result in any structural defects. If any of such works are carried out without the written consent of the BPHDCL , it will be deemed that all responsibility of BPHDCL under the defects liability automatically shall become void.
20. The Purchaser, upon expiry of the above said five years of defects liability period, shall have no claim against the BPHDCL in respect of any defect in the Said Apartment under any circumstances.
21. The Purchaser shall not do or suffer to be done anything in or to the Said Apartment which may adversely affect the Said Apartment or the Block/Building/Tower of which the Said Apartment is a part.
22. If any development and/ or betterment charges or other levies are charged or sought to be recovered by the concerned statutory authority from BPHDCL/ Managing Agency then the same shall be borne and paid by the Purchaser in proportion to its undivided share in the land comprised in the Schedule Land .
23. The Board and BPHDCL covenant with the Purchaser as follows:

- a) That the Said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;
 - b) That title of the Board to the Said Apartment hereby conveyed is clear, marketable and subsists;
 - c) That the Board is the absolute owner of the Said Apartment developed on the Schedule Land, hereby conveyed and has all the power/rights to convey the same and there is no impediment for execution of this Deed under law;
 - d) The Purchaser shall be the sole and absolute owner of the Said Apartment with the rights of ownership, possession and enjoyment;
 - e) That BPHDCL has paid all taxes, rates and cess in respect of the Said Apartment up to the date of obtaining the said Partial Completion Certificate (in respect of the tower comprising the Said Apartment);
 - f) That the Purchaser shall be entitled to the ownership of and to hold, enter upon and enjoy the Said Apartment hereby conveyed.
24. The Purchaser further covenants with the Board and BPHDCL as follows:
- a) The Purchaser agrees to allow BPHDCL or its representatives/ Maintenance Agency/ Third Party service providers appointed by the Maintenance Agency access to the Said Apartment in case the same is necessary for repairing of the common areas and facilities and for repairing all maintenance and operational functions including balance of the construction works as the case may be.

b) The Purchaser shall use the Said Apartment for residential purpose only and for no other purpose and shall pay for the electricity charges as per the bills served on the Said Apartment by the CESCL or in the interim period by BPHDCL/Maintenance Agency. Payments to the authorities should be according to the terms and conditions of CESCL. In the interim such payments shall be made by the Purchaser/occupiers within the dates mentioned in the bills issued by BPHDCL /Maintenance Agency from time-to-time. If the Purchaser fails to pay such bill within the stipulated due date, the Purchaser shall be liable to late payment surcharge. In the event the Purchaser/Occupiers fail to pay such bills for two consecutive months, BPHDCL/Maintenance Agency shall issue a notice to the Purchaser/Occupiers for payment of such dues within a period as mentioned in such notice. In spite of the above, if the Purchaser/Occupiers fail to pay such dues along with applicable late payment surcharge within the period as mentioned in such notice, BPHDCL/Maintenance Agency may forthwith disconnect the supply of electricity until full payment is made. In such an event the Purchaser shall also be liable to pay disconnection and reconnection charges as may be levied by BPHDCL / Maintenance Agency.

c) The Purchaser shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space.

d) The Purchaser shall not make any structural additions/alterations to the Said Apartment nor make any additions or

alterations to the building, nor shall change the outside colour scheme, elevation or façade of the Said Apartment and the Building/Block/Tower of which the same is part.

e) The Purchaser shall not seek partition or division or separate possession of the undivided proportionate share in the land comprised in the Schedule Land appurtenant to the Said Apartment under any circumstances. None of the apartment owners shall make any obstruction or store or keep any article in common areas.

f) The Purchaser shall not alter or subscribe to the alteration of the name of the said Project or any part thereof known as "**Avidipta-Phase II**".

g) The Purchaser agrees that BPHDCL shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the roof of the said Block/Building/ Towers of the Schedule Land and all types of communication devices including dish antennas.

h) The Purchaser, pursuant to this Deed of Conveyance, shall not have any claim against BPHDCL / Maintenance Agency save and except as specifically provided herein.

i) The Purchaser shall not enclose the terrace/ balconies/utility areas of the Tower/ Building/ Block in which the Said Apartment is situated

25. The Board and BPHDCL has delivered and put the Purchaser in actual physical possession of the Said Apartment on or before the execution of these presents.

26. The Purchaser shall bear the stamp duty and registration charges including the registration fees, legal fees and such other incidental expenses/ Charges in respect of registration of this Deed of Conveyance. The Purchaser shall also bear the Legal and Documentation Charges (@1% of the Sale Consideration being the sum total of base price of the Said Apartment and base price for right to use car parking, if any).
27. This Deed of Conveyance shall override the provisions of the said Agreement for Sale (as mentioned in Recital - ____ hereto) and any other prior agreement between the parties hereto.
28. All disputes or differences whatsoever which shall at any time hereafter arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this deed or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this deed or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this deed , shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by BPHDCL. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be in English and shall be held in Kolkata only.

THE FIRST SCHEDULE

PART - A

(Description of "TOTAL LAND" For Avidipta Housing Complex Phase-I & Phase II)

ALL THAT piece and parcel of land measuring 12.27 acres under Mouza-Barakhola, J.L. No. 21, Kolkata Municipal Corporation Ward No. 109, Borough No. XII, known as Premises No. 401, Barakhola, Police Station-Purba Jadavpur, Post Office- Mukundapur, Kolkata-700099.

Butted and bounded by -

ON THE NORTH : 14.30 Metre wide K.M.C. Road
 ON THE SOUTH : 21.30 Metre wide Mukundapur Road
 ON THE EAST : Vacant Land & water body
 ON THE WEST : E.M. Bypass

PART - B

(Description of the "Schedule Land" hereinabove referred to)

ALL THAT piece and parcel of land admeasuring 2.63 acres more or less under Mouza -Barakhola, J.L No. 21, Kolkata Municipal Corporation Ward No. 109, Borough No. XII, Premises No. 401, Barakhola, P.S -Purba Jadavpur, P.O - Mukundpur, Kolkata- 700099, and delineated in 'Blue' border in the plan annexed hereto and marked as 'Annexure - I', situated within the land described in Part A of THE FIRST SCHEDULE hereinabove.

THE SECOND SCHEDULE

(Description of the "said Apartment" hereinabove referred to)

ALL THAT the _____ bedroom Residential Apartment being no. _____ on the ____ floor along with Maid's room on the ____ floor of the Tower

Diamond/ Platinum in Avidipta Phase II admeasuring about _____ sq. ft. SBUA, (equivalent to _____ Sq. ft. carpet area + _____ Sq.ft. balcony area+ private terrace area ____ square feet) in Avidipta -Phase -II and delineated in 'Red Colour' border of Plan annexed hereto and marked as **Annexure "II"** together with the exclusive right to use _____ car parking space at _____ Level, bearing No. _____ at Avidipta Phase II as described in the Second Schedule hereunder written and delineated in ' _____ Colour' border of Plan annexed hereto and marked as **Annexure "II (Car Parking Space)** together with right to use the Common Areas And Recreational Facilities in Avidipta-II and exclusive common area for the HIG Tower Diamond and Platinum as provided and described in the Third Schedule hereunder.

THE THIRD SCHEDULE

(Description of Common Areas and Recreational Facilities hereinabove referred to)

Common Areas shall mean -

- (i) the entire land for the Phase II of project Avidipta, measuring about 2.63 acres fully described in Part-B of First Schedule;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of respective buildings;
- (iii) the common basements upto 4th floor level, the area in 5th floor level common to all towers and area exclusive for Tower Diamond/ Platinum, ultimate roof of the respective buildings, parks and play areas on ground floor level and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy, car washing space;

(vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

FOURTH SCHEDULE
(Common Expenses)

1. All Costs of maintenance operation/repairs, replacement/services and cleaning of all common areas/ parts in Avidipta - Phase -II and the fixtures, fittings, electrical wirings and equipment in under upon the said Building / Tower enjoyed and used in common by the Purchaser/Occupiers.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including Security, Electrician, Maintenance, Plumber etc. and Administration of the building/ Administration of the common portion including Clerks, Accountants, property managers etc.
3. Insurance premium for insuring the building against fire earthquake and other perils.
4. Expenses for supplies of common utilities, landscaping water charges etc. payable to any concerned authorities and/or organizations and payment of all charges incidental thereto.
5. Costs and Establishment and Operational charges of the Maintenance Agency appointed by the BPHDCL or Association of Apartment

owners when formed and relating to common purposes in the Building comprising the Said Apartment.

6. Administering the Maintenance Agency staff and complying with all relevant statute and regulations and orders thereunder and employing suitable persons or company to deal with these matters.
7. Electricity expenses for lighting the common areas, outer walls of the Building/Tower comprising the Said Apartment, parking spaces and for operation of all the common areas of the said Building / Tower and also all common areas in Avidipta-Phase -II.
8. Maintenance and operating of the lifts.
9. Providing and arranging for the emptying and removal of garbage.
10. Abating any nuisance and executing such works as may be necessary for compliance of any requirement or statute with any notice served by the authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to Said Apartment .
11. All such other expenses and outgoings as are deemed by the Maintenance Agency appointed by the BPHDCL or Association of Apartment Owners when formed and deemed to be necessary for or incidental thereto.

FIFTH SCHEDULE
Club Amenities

1. **Meditation/Yoga**

2. A.V. Room
3. Library
4. Indoor Games Room
5. Space for Cafeteria/ snacks counter
6. Multipurpose Hall
7. Swimming Pool
8. Gymnasium

SIXTH SCHEDULE
(Rights of Purchaser)

The Purchaser shall have the following rights in respect of the Said Apartment:

1. The Purchase and all persons authorised by the Purchaser (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 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 any Building.

SEVENTH SCHEDULE
(Obligations of the Purchaser)

The Purchaser hereby agrees, confirms and undertakes the following obligations towards BPHDCL and other apartment owners:-

- 1(A) The Purchaser shall, from the date of the issue of Letter of Handing Over of the said Apartment, whether possession of the same is taken or not by the Purchaser, pay the proportionate share of all outgoings and maintenance and

other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the common areas.

- 1(B) Once the advance maintenance charges collected gets exhausted, BPHDCL/ Association shall intimate the Purchaser and/or the occupier about the additional sum of money to be paid by the Purchaser and/or the occupier towards maintenance and the same shall be paid by the Purchaser within the time period intimated by them.
 - 1(C) The maintenance charges shall be used towards recurring common maintenance charges including service or any other taxes payable by the Association in this regard.
 - 1(D) Any delayed payment of the per month maintenance charges/ any increment thereon will attract interest payable at the rate of equivalent to rate specified in West Bengal Housing Industry Regulation Act, 2017 for delayed payment per month/annum by the Purchaser from the due date till the date of payment. BPHDCL/Association shall have the right to recover the arrears, without prejudice, as a claim due to it, after a notice is served to the Purchaser/occupier. For the purpose of this Deed, the term 'occupier' shall mean any person occupying the said Apartment other than the owner of the said Apartment.
2. The Purchaser shall be responsible to obtain mutation in its name upon the execution of this Deed of Conveyance. All expenses towards mutation transfer, installation of sub-meters or any other arrangement as may be required for electricity, all taxes, rates and outgoings payable in respect of the said Apartment thereon shall be borne by the Purchaser. Upon the execution of this Deed of Conveyance the BPHDCL herein shall not be liable in whatsoever manner to bear any expenses as mentioned above.
 3. The Purchaser shall not at any time, carry on or suffer to be carried on in the said Apartment, any noisy, offensive, immoral, illegal or dangerous trade, pursuit or commercial activity/business of whatsoever nature, which may be or become in any way a nuisance, annoyance or danger to 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;

4. The Purchaser shall use the said Apartment only for residential purposes, and not for any commercial activity;
5. The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed 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. If it is required by BPHDCL, the Purchaser shall allow their employees/agent to enter the said Apartment after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
6. The Purchaser 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 Avidipta - Phase-II as may be determined.
7. The Purchaser 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.
8. The Purchaser 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 and shall carry out any internal works or repairs as may be required by the Association of Apartment Owners.

9. The Purchaser shall not make any additions or alterations or cause damage to any portion of the block or the said Apartment and shall not change the outside colour scheme, outside elevation/ façade/ décor of the block, otherwise than in a manner agreed to by majority of the Association of Apartment Owners.
10. The Purchaser shall not park any vehicles in any part except in the designated parking area. Washing of cars shall be done only by residents and authorized car washers, in the designated area provided.

IN WITNESS WHEREOF the Board, BPHDCL and the Purchaser/s hereto have hereunto put their respective signatures on the day and year first hereinabove written.

SIGNED AND DELIVERED by
Mr. _____, Authorized
Representative of the **WEST
BENGAL HOUSING BOARD**
the Board above named at
Kolkata- in the presence of:

1.

2.

SIGNED AND DELIVERED by
Mr. _____, Authorized

Representative of the **BENGAL
PEERLESS HOUSING
DEVELOPMENT COMPANY
LIMITED** "BPHDCL" above
named at Kolkata in the presence
of:

1.

2.

SIGNED AND DELIVERED by
Mr./Ms _____ the
PURCHASER above named at
Kolkata in the presence of:

Drafted by:

For Fox & Mandal, Advocates
6, Church Lane, Kolkata- 700001

Advocate

RECEIVED as follows from the within named Purchaser _____ the within mentioned sum of Rs.....to have been paid by the Purchaser to BPHDCL as consideration.

Rs./-

(RupeesOnly)

MEMO OF CONSIDERATION

SL.NO.	DATE	CHEQUE/DD NO.	DRAWN ON	IN FAVOUR OF	AMOUNT (RS.)
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In the presence of :

1.

2.

RECEIVED BY:_____

For and on behalf of the within named
BENGAL PEERLESS HOUSING
DEVELOPMENT COMPANY LIMITED,
Mr. _____.

ANNEXURES

- Site Plan approved (to be confirmed by BPHDCL if to be given)
- Apartment- tower plan, floor plan

Draft Deed of Conveyance

HIG (Tower Diamond & Platinum)

DATED THIS DAY OF 2018

BETWEEN

WEST BENGAL HOUSING BOARD

_____ BOARD

AND

BENGAL PEERLESS HOUSING
DEVELOPMENT COMPANY LIMITED

_____ BPHDCL

AND

1) _____

2) _____

_____ PURCHASER

CONVEYANCE

Fox & Mandal
Solicitors & Advocates
6, Church Lane,
Kolkata- 700001.