CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this day of Two
Thousand
BY and Between
Bengal Emami Housing Limited (CIN No. U70109WB2009PLC134447), a company incorporated under the Companies Act, [1956 or 2013, as the case may be], having its registered office at 97A, Southern Avenue, Kolkata – 700029 and corporate office at 97A, Southern Avenue, Kolkata - 700029 (PAN – AADCB7278B) represented by its Authorised Signatory (Aadhaar No) authorized vide Board Resolution dated hereinafter referred to as the "Promoter" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor – in –interest, and permitted assigns).
AND
[If the Allottee is a company]
[OR] [If the Allottee is a Partnership]

	[OR]				
[If the Allottee is an Individual]					
Mr./Ms.		(Aadhaar	No		
son/daughter of				aged	abou
	<u> </u>		iding		a a
			N) o
hereinafter called the "Allottee" meaning thereof be deemed to successors-in-interest and permits	mean and inclu		. •		
	[OR]				
[If the Allottee is a HUF]	[ON]				
Mr.	(Aadh	aar No)	son o
	, aged abou	\ <u></u>			ndu Join
Mitakshara Family Known		ng its pla		ness/reside	
referred to as the "Allottee" (wh thereof be deemed to mean the their representative heirs, execute	members or mer	nber for the t	time being o	of the said	_
	AND				
West Bengal Housing Board is a lithe provisions of the West	•	-	•		
being represented by		//O 5: :			(PAN
unless repugnant to the contex successor-in-interest, and permitt	_			-	
The Promoter, Allottee(s) and Cothe "parties" and individually as a		nall hereinafte	er collective	ly be refer	red to as

DEFINITIONS:

For the purpose of this Agreement for sale, unless the context otherwise requires –

a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. 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 Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act

WHEREAS:

- A) West Bengal Housing Board is a body corporate having been incorporated in accordance with the provisions of the West Bengal Housing Board Act 1972 (W.B. Act XXXII of 1972 together with up-to-date amendments of the Act) and has been nominated by the Government of West Bengal to embark on the development of Housing Projects on a large scale in urban as well as rural area of West Bengal.
- B) In furtherance of the policy of the Government of West Bengal, for the purpose of setting up a large township at Rajarhat on the eastern side of Kolkata being New Town, Kolkata in pursuance of a Notification No. 74-HI/HG/NTP/2L-9/99 (Pt-1) dated 5th February 2010 the Government of West Bengal had settled amongst others ALL THAT the various pieces and parcels of land containing by estimation an area of 5 acres in New Town, Kolkata (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the ENTIRE PROPERTY).
- C) A Development Agreement dated 24th August 2010 has been executed by Housing Board in favour of the **DEVELOPER/SELLER** and in pursuance of the said Agreement the **DEVELOPER/SELLER** herein has become entitled to undertake the said Housing Project (hereinafter referred to as Project SwanCourt) on the said Entire Property for the consideration and subject to the terms and conditions contained and recorded in the said Agreement dated 24th August 2010 (hereinafter referred to as the DEVELOPMENT AGREEMENT)
- **D)** By an agreement dated 3rd December 2015 entered into between the Housing Board and the **DEVELOPER/SELLER** herein, time for completion of the said Project SwanCourt has been extended by five years from the date of execution of the said Agreement dated 3rd December 2015 (hereinafter referred to as the **EXTENSION AGREEMENT**)
- **E)** For the purpose of giving effect to the said Development Agreement, the Housing Board has also executed a registered Power of Attorney dated 18th December 2015 which has been registered at the office of the Additional Registrar of Assurances-III, Kolkata in Book No. IV, Volume No. 1903-2016 Pages 10812 to 10835 Being No. 190300374 for the year 2016.

- F) The **DEVELOPER/SELLER** has caused a map or plan to be sanctioned by the authorities concerned being No. 2416/NKDA/BPS-02/2014 dated 11.05.2016 (hereinafter referred to as the PLAN) whereby the **DEVELOPER/SELLER** has become entitled to undertake construction of a Project SwanCourt in accordance with the said Plan. The expression "plan" shall mean and in include all modifications and/or alterations made thereto from time to time and sanctioned by the authorities concerned.
- **G)** The said Project SwanCourt has been divided into three segments namely
 - i) Lower Income Group Segment or LIG Segment (hereinafter referred to as Asha) is to comprise of 6 (six) Towers where each tower to comprise of ground plus four upper floors and in aggregate to comprise of 110 flats/ units /apartments /constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
 - ii) Middle Income Group or MIG Segment (hereinafter referred to as Abhilasha) which again is to comprise in two sub segments namely LMIG (Lower Middle Income Group) and UMIG (Upper Middle Income Group) comprise of 2 (two) towers of ground plus twelve upper floors and each tower to comprise of 55 flats i.e. in aggregate 110 flats/units/apartments and car parking spaces capable of being held and/or enjoyed independently of each other
 - Higher Income Group Segment or HIG Segment (hereinafter referred to as Akansha) to comprise of 4 (Four) towers of ground plus thirteen upper floors and 1 (One) tower of ground plus twelve upper floors and in aggregate to comprise of 220 flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
- **H)** Pursuant to and in terms of the said Development Agreement and Extension Agreement, the **DEVELOPER/SELLER** has started construction of the Project SwanCourt on the said Property.
- In pursuance of the said Development Agreement and Power of Attorney the DEVELOPER/SELLER has availed of construction finance (hereinafter referred to as the CONSTRUCTION FINANCE) from Axis Bank Limited (hereinafter referred to as the BANK) and for the purpose of securing the repayment of such construction loan including the interest and other amounts the DEVELOPER/SELLER has created an equitable mortgage over and in respect of the Project Land.
- J) The New Kolkata Development Authority (NKDA) has granted the commencement certificate to develop the project vide approval dated 11.05.2016 bearing registration no. 542416/NKDA/BPS-02/2014;

k)	The Promoter has registered the Project under the Provisions of t Bengal Housing Industry Regulatory Authority at	
		Registration
	no	J
l)	That vide application nodated	the
	Allottee(s) has/have applied for of allotted	
	having carpet area of	
	feet, type, on floor in Tower no	along with
	garage/covered parking no	
	square feet in the	
	referred to as the said apartment) along with pro rata share in	
	("Common areas") as more particularly described in Schedule A and	<u>=</u>
	apartment in annexed hereto and marked as Schedule B. That	•
	compliance of the requisite formalities the said apartment ha	
	allotted in favour of the allottee(s) vide Provisional Allot	ment Letter, dated
	·•	
m۱	That subsequently an Agreement for Sale, dated	has heen
,	entered and executed between the Promoter and Allottee(s), in	
	aforesaid provisional allotment	Traitmerance to the
n)	The parties have gone through all the terms and conditions set out	in this indenture and
,	understood the mutual rights and obligations detailed herein	in this matrical c and
- \		:
O)	The parties hereby confirm that they are signing this indenture wall the Laws, rules, regulations, notifications, etc., applicable to the	_
	an the Earls, Fales, regulations, frontifications, etc., applicable to the	project,
p)	In accordance with the terms and conditions set out in the Agree	ement for Sale, dated
	and as mutually agreed upon by and betw	een the parties, the
	Promoter hereby is selling and the Allottee hereby agrees to	purchase the said
	Apartment and the garage/covered parking as specified in Para I.	
	NOW THEREFORE, in consideration of the mutual represen	ntations. covenants.
	assurances, promises and agreements contained herein and other	
	consideration, the parties agree as follows:	
	CONSIDERATION (TOTAL PRICE):	
	1.1 Subject to the terms and conditions as detailed in this inde	enture, the Promoter
	agrees to sell to the Allottee and the Allottee hereby agrees	to purchase, the said

Apartment as specified in Para I.

1.

1.2	The All	ottee(:	s) has/have pai	d the total	Price	for the sa	aid Apartment in the terms
	of the	Agreer	ment for Sale,	dated			based on the carpet area
	being	an	aggregated	amount	of	Rs	(Rupees
) only	

- (i) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the allottee and the project to the association or the competent authority, as the case may be,
- (ii) The Total Price of [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment] and the Project.
- 1.3 The Promoter agrees and acknowledges, the Allottee(s) shall have the right to the [Apartment] as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the [Apartment].,
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot he divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff., without causing any inconvenience or hindrance to them, it is clarified that the promoter shall hand over the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.,
 - (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes cost of providing electric wiring, electric connectivity to the apartment, lift water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment] and the Project.,

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.
- 1.4 It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with ______ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not from a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

2. TAXES & OUTGOINGS

2.1 The Promoter has cleared all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project).

3.COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and all the Rules and Regulations made thereunder or any statutory amendments/modification(s) made and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provided the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreements shall he made in accordance with the provisions of Foreign Exchange management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have

right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities, and facilities of the [Apartment] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the New Kolkata Development Authority (NKDA) The New Town Kolkata (Building) Rules, 2009 and shall not have an option to make any variation / alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

5. POSSESSION OF THE APARTMENT:

- **5.1.** The Promoter, upon obtaining the occupancy certificate and all other permits and approvals has handed over physical possession of the [Apartment] to the Allottee(s) and also handed over the all necessary documents and plans, including common areas, to the association of Allottee.
- **5.2.** The Allottee(s) shall be liable to pay maintenance charges from the date of taking physical possession of the said Apartment from the Promoter.

6. CONVEYANCE OF THE SAID APARTMENT:

- 6.1 The Promoter has received the Total price of the [Apartment] as per the Agreement for Sale, dated ______from the Allottee(s) and hereby executing this conveyance deed whereby convey the title of the [Apartment] together with proportionate indivisible share in the common Areas to the allottee.
- **6.2** That the Allottee(s) has/have beared all the stamp duty, registration charges and all other

charges and expenses for the purpose of registration of this Conveyance Deed.

7. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of allottees upon

the issuance of the completion certificate of the project. The cost of such maintenance of the said Apartment has been bourne by the Promoter till the date of handing over of the physical possession of the said Apartment.

8. USAGE:

The basement(s) and service areas as located within the project Swan Court are exclusively earmarked for purpose 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

9. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 9.1 The Allottee(s) shall after taking possession, by 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 additions to the [Apartment] and keep the[Apartment], its wall 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.
- 9.2. The Allottee further undertakes, assures and guarantees that he/she could not put up any sign-board/nameplate, neon light, publicity or advertisement material etc. on the face façade of the Building of anywhere of the exterior of the Project, buildings therein or Common areas. The Allottees 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 Allottee shall not store any hazardous of combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Building. The Allottee shall not remove any wall including the outer and load bearing wall of the [Apartment].
- 9.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

10. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Allottee(s) is/are assured of the fact that the project in its entirely is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 and the Rules framed thereunder.

11.METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

The Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in the proportion which the carpet area of the [Apartment] bears to the total carpet area of all the [Apartments] of the Project.

12.PLACE OF EXECUTION:

SIGNED AND DELIVERED BY THE WITHN NAMED:

This indenture has been executed at New Town, Kolkata and placed for registration before the office of the Additional District Sub-Registrar, New Town, Kolkata.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this agreement for sale at New Town, Kolkata in the presence of attesting witness, signing as such on the day first above written.

Allotte	ee: (including joint buyers)	Please affix
1)	Signature Name Addresss		Photographs and sign across the Photograph
2)	Signature Name Addresss		Please affix Photographs and sign across the Photograph
Promo	D AND DELIVERED BY THE oter: Signature Name Addresss		Please affix Photographs and sign across the Photograph
At		on	in the presence of

SIGNED AND DELIVERED BY THE WITHN NAMED: Please affix Confirming Party: Photographs 1) Signature and sign across Name _____ the Photograph Addresss WITNESSES: 1. Signature _____ Name _____ Addresss _____ 2. Signature _____ Name _____ Addresss _____ SCHEDULE 'A' -ABOVE REFERRED TO (THE SAID APARTMENT/FLAT/UNIT) **ALL THAT** the Said Flat, being the **Unit No.** _____ on the ____ Floor in Block/Tower No. forming part of the said **Akansha** containing a standard built up area of square feet, be the same a little more or less, TOGETHER WITH the right to park One Covered car parking space (hereinafter referred to as the CAR AND TWO WHEELER PARKING SPACE/S) on the ground floor of the New Building at the Said Property described in the First Schedule hereinabove together also with the undivided proportionate variable share in the land attributable thereto comprised in the New Building. Bounded by:-On North -On South -On East -On West -

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' -

(TOTAL CONSIDERATION)

The PURCHASER hereby agrees to pay the total consideration amount of Rs.		
(Rupees	only), out of which the PURCHASER	
has/have already paid a sum of Rs.2,00,000/- (Rupees	s Two Lakhs only) towards Application	
money before signing of this Agreement. The PURCH	IASER shall pay the said consideration	
amount to the DEVELOPER/SELLER in the manner herein	nafter appearing:	

SI.	Activity	Amount
No.		Payable (Rs.)
1	On Application	Rs. 2,00,000
2	On Allotment - 20% of Total Consideration less application money + 50% of Legal fees	
3	On Completion of Piling - 10% of Total Consideration	
4	On Completion of 3 rd Floor Casting - 10% of Total Consideration	
5	On Completion of 6th Floor Casting - 10% of Total Consideration	
6	On Completion of 9th Floor Casting -10% of Total Consideration	
7	On Completion of 12th Floor Casting -10% of Total Consideration	
8	On Completion of 80% of External Plaster - 10% of Total Consideration	
9	On Completion of 80% of Flooring of the Tower - 10% of Total Consideration	
10	On Intimation of Possession - 10% of total consideration + Rs. 150 per sq. ft. for extra Development Charges + Common Area	

Maintenance Charges for one year + Sinking Fund + 50% of Legal	
Fees + Stamp Duty, Registration Charges, Govt. Taxes & levies,	
Goods and Service Tax as applicable	

- The total consideration is inclusive of Goods and Service Tax, Cess and all other similar taxes, if any, as applicable
- Additional Extra / Other Charges payable on possession.

The **PURCHASER** shall be entitled to deduct amounts towards TDS, if applicable, for the payments to be made to the **DEVELOPER/SELLER** and shall deposit the TDS amount so deducted with the Appropriate authority (as per the provisions of Section 194-IA of Income **Tax Act, 1961**) and shall also issue a Certificate to the **DEVELOPER/SELLER** to that effect.

SCHEDULE 'D' — SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

SI. No.	Heads of Activity	Specifications
1	Structure	Pile foundation for durability and stability
		Earthquake resistant RCC superstructure
2	Wall Finish	Internal Walls: Putty / POP
		External walls: weather shield paint textured coating
		finish
3	Living / Dining	Flooring : vitrified tile
		Walls : Putty / POP
		Ceiling : Putty / POP
4	Bedrooms	Flooring : vitrified tile
		Walls : Putty / POP
		Ceiling : Putty / POP
5	Balcony	Flooring : Anti-skid tiles
		Ceiling: Putty / POP
		Walls : Putty / POP

6	Kitchen	Flooring : Anti-skid tiles
		Ceiling: Putty / POP
		Walls : Putty / POP, Ceramic Tiles-dado upto 2 feet above
		working platform
		Granite counter with stainless steel sink
7	Toilets	Flooring : Anti-skid tiles
		Walls : Putty / POP
		Ceiling: Putty / POP
		Dado – Ceramic tiles upto 7 feet
		C.P.fittings and white sanitary fittings of a reputed make
8	Windows	Aluminum window with glass
9	Doors	Main Doors – Wooden flush door with laminate
		All Internal doors – Wooden flush door with paint
10	Electrical	A/c points in all bedrooms, living and dining room
		Geyser point in all toilets
		Sufficient electrical points ,telephone socket & TV/cable
		socket
		Washing Machine Point
		Modular Switches of reputed brand
11	Elevators	Two passenger lifts for each tower

SCHEDULE'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

(COMMON AREAS AND FACILITIES)

- 1. Entrance and exit gates of the New Building.
- 2. Paths passages and open spaces in the New Building and those reserved by the Owners for parking of car and installation of generator.
- 3. Entrance lobby in the ground floor of the New Building.

- 4. Driveway in the ground floor of the New Building.
- 5. Staircase of the New Building along with their full and half landings with stair cover on the ultimate roof.
- 6. Two lifts with lift shafts and the lobby in front of it on typical floors.
- 7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas and for operation of lifts and pump.
- 8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the New Building.
- Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units of the New Building.
- 10. Underground water reservoir for underground water with a pull on pumps installed thereat for the New Building.
- 11. Water waste and sewerage evacuation pipes from the Said Flat/Unit to drains and sewers common to the New Building and from the New Building to the municipal drain.
- 12. Common Bathroom with W.C. and common toilets in ground floor of the New Building.
- 13. Room for darwan/security guard, caretaker's office in the ground floor of the New Building.
- 14. Boundary walls of the Said Property.
- 15. Games Room