

**THIS DEED OF CONVEYANCE** made this the ..... day of ....., 20..... **BETWEEN WEST BENGAL HOUSING BOARD, (PAN: AAAJW0019K)**, a Statutory Body Corporate constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972), having its office at 105, S. N. Banerjee Road, Post Office: Taltola, Police Station: Taltola, Kolkata-700014, West Bengal, India, (represented by its Constituted Attorney, **BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, a Joint Sector Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at "**Vishwakarma**", 86C, Topsia Road (South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, (**BAHDL**) through its **Authorized Signatory, Mr. \_\_\_\_\_, (PAN: \_\_\_\_\_), (MOBILE No. \_\_\_\_\_)**, son of \_\_\_\_\_ duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "**OWNER**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **FIRST PART**

**AND**

**BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, a Joint Sector Company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, (**BAHDL**) through its Authorized Signatory, Mr. \_\_\_\_\_, (**PAN:** \_\_\_\_\_), (**MOBILE No.** \_\_\_\_\_), son of \_\_\_\_\_ duly authorized vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "**PROMOTER**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**

**AND**

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

[OR]

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

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_ (**PAN:** \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_ (**Aadhaar No.** \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees including those of the respective partners).

[OR]

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

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

[OR]

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

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

the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

**DEFINITIONS:**

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

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

**WHEREAS:**

- A. (i) The Owner is the absolute and lawful owner of the Land, measuring 5 acres, be the same a little more or less, pertaining to Plot No. II/F/13 in Action Area – II, of New Town, Kolkata, corresponding to R.S. Dag Nos as detailed below in Mouza Chakpachuria, J.L.No.33, Police Station Rajarhat, District North 24 Parganas (hereinafter referred to as “the **TOTAL LAND**”):

Plot No.	Specific Portion	Area (Acre)
11	Part	0.01
12	Part	0.18
13	Part	0.66
14	Part	0.42
15	Part	0.82
16	Part	0.69
17	Part	0.69
18	Part	0.52
19	Part	0.14
20	Part	0.009
37	Part	0.001
38	Part	0.04
39	Part	0.03
40	Part	0.55
1194	Part	0.07
1065	Part	0.22
--	<b>Total</b>	<b>5</b>

The Owner acquired the Total Land in the following manner:

- (a) Out of the Total Land, a piece and parcel of Land measuring 4.78 acres was transferred by the Government of West Bengal to the Owner by a Notification No.306-H1/HG/NTP-2L-9/99 (Pt), dated 28<sup>th</sup> May, 2009, issued under Section 29(1) of the West Bengal Housing Board Act, 1972,

- (b) Further, a piece and parcel of Land, measuring 0.22 acres was transferred by the Government of West Bengal to the Owner by a Notification No. 974-H1/HG/NTP/2L-9/99(Pt.-II), dated 8<sup>th</sup> December, 2015, issued under Section 29(1) of the West Bengal Housing Board Act, 1972,
- (ii) (a) The Owner entered into a Development Agreement dated 16<sup>th</sup> June, 2009, (hereinafter referred to as the "**FIRST AGREEMENT**") with the Promoter for developing and constructing a Building Complex on the Total Land for the consideration and subject to the terms and conditions contained therein;
- (b) By an Agreement dated 7<sup>th</sup> October, 2015 (hereafter referred to as the "**SECOND AGREEMENT**"), the First Agreement was amended as follows:
- (i) The purpose of development of the Complex was changed from "**Housing/Allied Purpose**" to "**IT Infrastructure and Allied Housing Purpose**",
- (ii) It was further provided that the Company shall complete the proposed building complex fully within 4 years from 7<sup>th</sup> October, 2015.
- (c) By an Amendment Agreement dated 8<sup>th</sup> September, 2020 (hereafter referred to as the "**THIRD AGREEMENT**"), The First Agreement and the Second Agreement were amended as follows:
- (i) The Promoter undertook and declared to construct at least 126 LIG/MIG category flats on a portion of land situated at nearby Ghuni in Mouza Sulangari (JL No. 22), P.S. Rajarhat, Dist.-North 24 Parganas as described in the Schedule therein to compensate the HIG Apartments to be constructed in the Project.
- (ii) It was further provided that the validity of the First Agreement is being extended for 5 years with effect from the date of execution of the Third Agreement.

In terms of the First Agreement, Second Agreement and the Third Agreement, the Promoter is developing a building complex on the Total Land, which building complex is christened as "**ECOSPACE TOWERS**", to be used for IT Infrastructure and Allied Housing Purpose (hereinafter referred to as the "**COMPLEX**")

- (iii) The Complex is being developed in 2(two) distinct and earmarked phases, i.e., Residential Phase and the IT & ITeS Phase and each of the phases will be registered as a separate project to be registered under the provisions of the Act,
- (a) The Residential Phase, being developed on a demarcated piece of land, measuring 1.66 acres (equivalent to 6721.14 sq. mts. approx. and hereinafter referred to as the ("**SAID LAND**")) shall comprise of 2 (two) residential buildings/ towers and both the buildings/ towers will collectively be christened as "**ECOSPACE RESIDENCIA**" and shall be treated as a separate Project for the purpose of the Act. This

Agreement for Sale is in respect of the Residential Phase, i.e. "Ecospace Residencia" and shall hereinafter be referred to as the "**PROJECT**").

- (b) The IT & ITeS Phase would be developed in future on earmarked and designated portion of 3.34 acres (equivalent to 13516.50 sq. mts. approx. of the Total Land and hereinafter referred to as the "**IT & ITeS PHASE LAND**"). The buildings/ towers in the IT & ITeS Phase will be used for IT & ITeS OR for such other use, which may be permitted/ prescribed by concerned authority(ies). It is, however, clarified that the Promoter may further divide the IT & ITeS Phase and may register each of them as a separate project under the Act.
- B.** The Building Plans of the Complex to be developed on the Total Land including the Project Plan has been approved by New Town Kolkata Development Authority as a composite plan for Mixed Use Development by their letters, dated 2<sup>nd</sup> August, 2016 (bearing Building PIN. RIIF0001320160722) and 4<sup>th</sup> October, 2016 (being Memo No. 5590/NKDA/Admin (BPS)-415/2013);
- C.** The Owner and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Land on which the Project is being constructed have been completed;
- D.** The New Town Kolkata Development Authority ("**NKDA**") has granted the Building Permit to develop the Project vide their approval dated 02-08-2016 bearing Building PIN. RIIF0001320160722;
- E.** The Owner through the Promoter, on 18-06-2019, obtained from NKDA the latest/final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment or building/tower, as the case may be. The Owner & the Promoter agree and undertake that it shall not make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable;
- F.** The Promoter had 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 Allottee had applied for an apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ Square Feet, Type \_\_\_\_\_, on \_\_\_\_\_ Floor in Tower No. \_\_\_\_\_ named \_\_\_\_\_ (hereinafter referred to as the "**BUILDING**"), along with \_\_\_\_\_ nos. of \_\_\_\_\_ [Covered/Open] Car Parking Space (admeasuring 135 Square Feet in the \_\_\_\_\_ [Ground Floor/Basement], as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ( "**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** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**);
- 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 agreed to sell, the Promoter agreed to confirm such sale and the Purchaser agreed to purchase the Apartment for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations;

- I. 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.
- J. The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- K. 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 concerning the same;
  - (b) been fully satisfied about the title of the Owner to the Total Land, the documents relating to the title of the Total Land, the Said Land the right of the Promoter, 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;

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

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

- (i) The Owner has absolute, clear and marketable title with respect to the Total Land; the Promoter has requisite rights to carry out development upon the Said Land and absolute, actual physical and legal possession of the Said Land for developing the Project;
- (ii) The Owner & the Promoter have lawful rights and obtained requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project, except mortgage and hypothecation created for the development of Project; **[Please check whether the mortgage has been released or not before execution of Sale Deed.]**
- (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 & 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 Tower and the Apartment and the Common Areas;

- (vi) The Promoter and the Owner have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) Other than the First Agreement, the Second Agreement and the Third Agreement and the Agreement for Sale with the Purchaser, referred to herein above, the Owner and the Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the Apartment which will, in any manner, affect the rights of the Purchaser under this Deed of Conveyance;
- (viii) The Owner & the Promoter confirm that the Owner & the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- (ix) The 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;
- (x) The Owner & the Promoter have duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of Purchasers or the Competent Authority, as the case may be. To enable the Promoter to pay the dues mentioned above, the Purchaser hereby undertakes to discharge his legal obligation to pay such dues to them under section 19(6) of the Act.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner & the Promoter in respect of the Project Land and/or the Project.

**M.** In pursuance of the said Agreement for Sale, this Deed of Conveyance is being executed by the Owner and the Promoter in favour of the Purchaser to give effect to the transfer of the Apartment in favour of the Purchaser.

**NOW THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:**

**I. SALE:** In pursuance of the said Agreement for Sale and in consideration of the Purchaser agreeing to observe and perform the terms & conditions herein mentioned and in consideration of the Total Price paid by the Purchaser as mentioned in **SCHEDULE-B** herein, the Owner doth hereby sell, grant, convey and transfer and the Promoter doth hereby confirm unto the Purchaser **ALL THAT** the Apartment more fully described in **SCHEDULE-A** hereto, as shown in **RED** border on the floor plan of the Apartment annexed hereto and marked as **Plan "A" TOGETHER WITH** exclusive right to use \_\_\_\_\_no. of [covered/open] car parking space location of which is shown in **GREEN** border on **Plan "B"** hereto **FURTHER TOGETHER WITH** pro-rata share in the common areas of the Project **TOGETHER FURTHER WITH** all easements, rights and appurtenances belonging thereto (hereinafter collectively referred to as the **APARTMENT AND THE PROPERTIES APPURTENANT 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 AND THE PROMOTER as follows:** The Purchaser doeth hereby, agree, accept and covenant with the Owner and the Promoter as follows:

- (1) **Inspection of Plan, Fixtures, Fittings:** The Purchaser has, *inter alia*, inspected and verified all the documents as also the Plan of the Apartment, the Project, and the Complex and is satisfied as to the Plan and/or the construction of the building(s) thereof and the condition and description of all fixtures and fittings installed and/or provided or to be provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas and common facilities. The Purchaser has understood that the building(s)/ infrastructure and/or amenities and facilities comprised within the Project have been constructed on the basis of sanction of the Plan on the Total Land and the Plan is impartible and indivisible.
- (2) **Common Areas of the Project, the Project Common Portions and Facilities and the Limited Common Areas and Facilities:** It is strictly agreed by the Purchaser with the Promoter that:
  - (i) The Common Areas and Common Facilities in the Project shall be used exclusively by the Purchasers in the Project and the Common Areas and Common Facilities in the IT & ITeS Phase shall be exclusively used by the Purchasers of the IT & ITeS Phase;
  - (ii) The Purchasers of the apartments in the Project shall own in common with other Purchasers of the Project, the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto (hereinafter collectively referred to as the "**PROJECT COMMON PORTIONS & FACILITIES**") and are more particularly described in **Schedule- "C"** hereto);
  - (iii) In accordance with provisions of the West Bengal Apartment Ownership Act,1972 certain common areas and facilities may be kept as 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, interalia, include the [covered/ open] car parking spaces designated 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, of the Project.

The cost of such maintenance for a period of \_\_\_\_\_ months/years from the Deemed Date of Possession ("**MAINTENANCE CHARGES**"), which has been included in the Total Price of the Apartment, assuming that the Association shall be formed and maintenance and management of the Common Areas & Common Facilities of the Project will be taken over by the purchasers within a period of 2 (two years)



from the date of the Completion Certificate or Partial Completion Certificate, as the case may be of both the Towers of the Project. In case the formation of the Association is delayed beyond the 2 (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.

(3.1) **Maintenance of 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 purchasers of the Project (the "**ASSOCIATION**").
- (B) The purchasers of the Project shall join the Association of the Project as members.
- (C) The Purchasers shall complete the formalities of becoming members 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 both the Towers of the Project shall notify the scheme of formation of the Association to the purchasers in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association.
- (E) The Purchaser shall execute the necessary Declaration in Form-A, for submission of the 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:** 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, Ecospace Residencia), the Promoter shall run, operate, manage and maintain (i) the RAC, (ii) the Common Areas & Facilities.
- (G) The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and Facilities of the Project, including that of the RAC shall during the Interim Maintenance Period, be framed by the Promoter with such restrictions as may be necessary for proper maintenance. 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. However, such rules/bye-laws shall always be framed subject to the following restrictions:
  - (i) **Air Conditioning:** The Apartments have been designed for Split Air Conditioning system, with suitable provision for keeping all outdoor units of the AC system at one place. The

Purchaser would take refrigerant piping to their indoor units, for which the Purchaser shall have to strictly follow the route as per building design while installing their AC units. In no case, placing of the outdoor units shall be allowed except the designated place earmarked for all the outdoor units pertaining to Apartment. Further, the MS structure to keep the multiple outdoor units in tiers created out of mild steel structure shall be built by the Purchaser at his cost depending on the selection of outdoor units of Purchaser's make.

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

(ii) **Balconies/Terrace:**

(a) Drying of clothes or hanging etc. should not be done in the Balcony in any manner in which it would be visible from the open areas of the Project.

(b) The balcony in the Apartments will always remain to be balcony and no glazing/grill/cover will be permitted in the balcony so as to enclose the space or to disturb the aesthetics of the Project. No interference to the elevation/ façade of the Project will be permitted. The design intent of the architects will be required to be maintained by the allottees.

(H) **RESIDENTS' ACTIVITY CENTRE (RAC)**

The Promoter has set up a "**Residents' Activity Centre**" (namely "**ZEST**") in the Project. All apartment Owners of the Project shall 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 are mentioned in the Total Price.

The onetime RAC charge shall be appropriated by the Promoter towards the cost to be incurred for providing the infrastructure facilities and interiors including equipments at the RAC. Surplus or deficit, if any, of such onetime RAC charge will be on account of the Promoter.

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/Associate in due course of time.

Other Purchaser(s) (such as body corporate, AOP etc) will be required to nominate the occupier of the allotted Apartment, who, for all purposes, will be treated as the member of the RAC.

The tenant/lessee/licensee of the Purchaser(s) may use the RAC facilities on written confirmation of the Purchaser(s) as their tenant/lessee/licensee and on payment of monthly subscription only.

The RAC is a part of common areas and facilities of the Project and will be handed over to the Owners Association of the Project.

The RAC shall be managed by the Promoter either by itself or through its nominee, until it is handed over to the Association.

The rate of annual subscription charge is Rs.                     /- (Rupees                     ) for the allotted Apartment. This amount is at today's cost and subject to revision annually.

The usage of the RAC by the Purchasers/Owners, however, is subject to the payment of subscription charge.

The annual subscription for **2 (two) year** has been paid to the Promoter or its nominee, at the time of possession and is mentioned in the Total Price. 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. In case however, the Association of the purchasers/owners of the Project is formed within the period of 2 (two) years, then, and, in that event, the balance amount (proportionate to the period less than 24 months), if any, after reconciling the accounts would be handed over to the Association.

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.

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.

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 member of the RAC.

- (l) **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 (two) years from the date of receipt of Completion Certificate or Partial Completion Certificate, as the case

may be, of the Project, which amount would be paid by the Purchaser as and when demanded by the Promoter. In case the Association is not formed within a period of 2 (two) years from the date of Completion Certificate or the Partial Completion Certificate, as the case may be, then and in such event the Purchaser shall be liable to pay its contribution to the Promoter for the period till the Association is formed and thereafter to the Association or to the Competent Authority, as the case may be.

- (J) **Telecom Connectivity:** The Promoter has provided connectivity of various telecom/ high speed broadband/other similar telecom and IT facilities to the Project and/or has entered 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.
- (i) **Maintenance Security Deposits:** The Purchaser, on or before possession, has deposited an amount equivalent to 2 year's maintenance charges (the "**MAINTENANCE SECURITY DEPOSIT**") which amount has been included in the Total Price. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Purchaser. The deposit after adjustment/ recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Project.
- (ii) **Electricity Supply/DG Back-Up:** The Purchaser has obtained electricity meter with respect to his Apartments from WBSEDCL. The Purchaser shall pay the electricity bills pertaining to his Apartment directly to WBSEDCL.
- (iii) **Diesel Generator Power Back-Up:** Provision has been made for the installation of Diesel Generator ("**DG**") for power backup to run the basic facilities at the Project.

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

In case the Purchaser requires additional DG power load in their Apartment, the extra DG power load shall be allotted

upon availability and in multiples of KW@Rs. \_\_\_\_\_/- per KW.

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

- (K) **Default in payments of Usage Charges of Common Facilities during the Interim Maintenance Period:** Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the RAC (ZEST within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Purchaser and will make the Purchaser liable to pay interest at 2% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- (4) **Taxes:** All prices, rates, fees and charges etc. mentioned in this Deed are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser. On and from the date of Completion or Partial Completion Certificate of the Project is received, the Purchaser shall pay the outgoing including land tax, ground rent, municipal or other local taxes, charges for water or electricity, the property tax and other such taxes as assessed by the Competent Authority in respect of the Apartment and proportionately towards the Common Areas and Common Portions and Facilities of the Project.
- (5) **Right to enter the Apartment for repairs:** The Promoter/maintenance agency/ association of purchasers shall have rights of unrestricted access of all Common Areas and Facilities, covered parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Association of purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- (6) **Usage: Use of Service Areas:** The service areas, as located within the Project, 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/Tower, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains,

pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Tower is not in any way damaged or jeopardized.

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

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

- (1) **Further Assurance:** The Owner and the Promoter, in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Apartment or more effectually transferring the Apartment to the Purchaser.
- (2) **Defect Liability:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and

without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained under this clause.

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

**IV. MUTUAL COVENANTS: Compliance of Laws, Notifications etc:** The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Project.

**SCHEDULE- 'A'**

**[APARTMENT]**

**ALL THAT** Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ sq. ft., Type\_\_\_\_, on \_\_\_\_\_ floor, in Tower \_\_\_\_\_, named \_\_\_\_\_ shown in **RED** border on the **Plan "A"** annexed hereto along with \_\_\_\_\_ [Covered/open Car] Parking No. \_\_\_\_, measuring \_\_\_\_\_ sft in the \_\_\_\_\_ (location) shown in **GREEN** border on **Plan "B"** annexed hereto together with pro rata undivided, indivisible and variable proportionate share in the common areas and proportionate interest in the common portions facilities of the Project and butted and bounded as follows:

**East:**

**West:**

**North:**

**South:**

**SCHEDULE- 'B'**

**[MEMO OF TOTAL PRICE]**

**SCHEDULE - "C"**

**[PROJECT COMMON PORTIONS AND FACILITIES]**

<b>Sl. No.</b>	<b>Particulars</b>
1	the entire land dedicated to the Project;
2	the staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of Buildings;
3	the common terraces, parks, play areas, open Parking Space(s) within the Project and common storage spaces;
4	installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy;
5	the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
6	the community facility in the form of "Residents' Activity Centre" (namely "ZEST") as provided in the Project;
7	all other portion of the Project necessary or convenient for its maintenance, safety, etc. and in common use;

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

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

Purchaser: (including joint buyers)

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

Please affix Photographs  
& sign across the  
photograph

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

Please affix Photographs  
& sign across the  
photograph

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

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

Please affix Photographs  
& sign across the  
photograph

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

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

Please affix Photographs  
& sign across the  
photograph



**SCHEDULE 'A'**

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

**East:**

**West:**

**North:**

**South:**

**SCHEDULE 'B' - MEMO OF CONSIDERATION**