

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this _____ day of _____, 2019 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, _____, (**PAN:**), (**MOBILE No.**), son of _____ duly authorized vide Board Resolution dated _____, hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **FIRST PART**

AND

S.E. BUILDERS & REALTORS LIMITED, (CIN No.U70109WB2011PLC171075), (PAN: AAQCS8412H), a company incorporated under the provisions of the Companies Act, 1956 and an existing Company under the Companies Act, 2013, having its Registered Office at "Vishwakama", 86C, Topsia Road (South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, represented by its Authorized Signatory, 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) “**Appropriate Government**” means the Government of West Bengal;
- (c) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “**Regulations**” means the Regulations made under the West Bengal Housing Regulation Act, 2017;
- (e) “**Section**” means a section of the Act.

WHEREAS:

- A. The Owner is the absolute and lawful owner of the land measuring 20.184 acres, be the same a little more or less in Mouza Barakhola, J.L. No. 21 within P.S. Purba Jadavpur (formerly Tollygunge) Sub-Registry Office Sealdah, in the District of South 24 Parganas being the Premises No. 405 Barakhola,

Mukundapur, in the records of Kolkata Municipal Corporation (the “**SAID LAND**”), and comprised in R.S. Plot Nos. and Khatian Nos. as follows:

R.S. Khatian	R.S. Plot No.	Area (Acre)
156 164	135 (P)	5.759
156 164	136 (P)	5.233
165 157	137 (F)	0.16
148	126/165 (P)	5.164
156 164	124/167 (P)	1.421
156 164	127/169 (P)	1.145
147	128/170 (F)	0.40
148	129/171 (P)	0.902
		20.184

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

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

- D. By executing a Power of Attorney dated 31st December, 2009 West Bengal Housing Board (the Owner herein) had nominated, constituted and appointed Bengal Ambuja Housing Development Limited ("**BAHDL**"), a joint sector company as their true and lawful Attorney and agent, in their name and on their behalf, inter alia, to execute and perform or caused to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereinafter:-
- (a) To sign and execute Agreements and/or Deed of Conveyance for transfer and to admit the execution thereof and get such documents, duly registered.
 - (b) To appear before Notary Public, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrate and all other officer or officers and authority or authorities in connection with enforcement with all powers and authorities as contained herein.
- E. The Promoter has named the Building Complex, being developed, as "**UTALIKA-THE CONDOVILLE**" (hereinafter referred to as the "**COMPLEX**") which is comprised of 3 (three) distinct earmarked **ZONES** and has been developed in 6 (six) phases spread across the said Zones and each of such phase will be treated as a separate project:
- (a) The "**EFFICIENCY COMFORT ZONE**" comprises of 1 (one) residential Tower of LIG & MIG Apartments known as LIG-MIG Phase and will be treated as a separate project for the purpose of Act,
 - (b) The "**LUXURY ZONE**" comprises of 4 (four) Residential Towers of luxury apartments being developed in 4 phases and will be treated as 4 different projects for the purpose of the Act, which are described as under:
 - (i) Tower A (Prathama), i.e. **Luxury Phase-I**,
 - (ii) Tower E (Dwitiya), i.e. **Luxury Phase-II**,
 - (iii) Tower B (Chaturthi, **Luxury Phase-III**,
 - (iv) Tower D (Tritiya), **Luxury Phase-IV**.
 - (c) The "**FUTURE DEVELOPMENT ZONE**" may consists of a partly residential and partly commercial Tower(s) (hereinafter referred to as the "**FUTURE DEVELOPMENT**") fitted with one or more of the facilities such as, residential apartments, retail, offices, hotel, serviced apartments, club, banquets, restaurants, lounge bar, sporting and/or leisure facilities, guest houses, time share units, spa and fitness center and entertainment facilities etc. as may be permitted under the law (s). The Future Development will be treated as a separate Phase for the purpose of this Act. It is however, clarified that the Promoter may further divide Future Development into different phases and may register each of them as a separate project under the Act;
 - (d) The Future Development may have a Luxury Portion and an Efficiency & Comfort Portion. The Efficiency & Comfort Portion of the Future Development shall have its own Common Areas and Facilities to be used exclusively by the allottee of the Efficiency & Comfort Portion of the Future Development; however, such allottees shall have no access to the Common Areas and Facilities of the Efficiency-Comfort Zone.

- F. In pursuance of the Agreements, the Owner through the Promoter got the Building Plan/s of the Complex sanctioned by the Kolkata Municipal Corporation strictly on the basis of the portion of Said Land which is in joint and actual possession of the Promoter and the Owner ("**COMPLEX LAND**");
- G. The Owner through the Promoter had obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment or building, as the case may be, from Kolkata Municipal Corporation. The Owner and 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;
- H. The Kolkata Municipal Corporation had granted the commencement certificate to develop the **LIG-MIG Phase of the Complex** (hereinafter referred to as the "**PROJECT**") vide approval dated 13-06-2014 bearing No.2014120101;
- I. The Promoter had registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____ dated _____;
- J. The Purchaser had applied for an apartment in the Project vide Application No. _____ dated _____ and had been allotted Apartment No. _____ having Carpet Area of _____ Square Feet, Type _____, on _____ Floor in the Project, along with Car Parking Space No. _____ measuring _____ Square Feet in the _____ (location) as permissible under the applicable law together with pro rata undivided, impartible and variable share in the common areas of the Project (hereinafter referred to as the "**COMMON AREAS**") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "**APARTMENT**"), more particularly described in **SCHEDULE-A** hereto;
- K. By an Agreement for Sale dated _____, registered with _____ Registrar, in Book No.I, Volume No.____, Page_____ to _____, Being Deed No._____, for the Year_____, OR vide a provisional allotment letter dated _____, as the case may be, 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;
- L. The Promoter has completed the construction of the Project including the Apartment and has obtained the Completion Certificate/Partial Completion Certificate
- M. 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.
- N. 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, the Efficiency & Comfort Zone as also the manner of construction thereof and have fully satisfied himself with regard thereto and shall not make

any claim or demand whatsoever against the Owner and/or the Promoter concerning the same;

- (b) been fully satisfied about the title of the Owner to the Said Land, the documents relating to the title of the Said Land, the Complex Land, the right of the Promoter, the Plan of the 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;

O. 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 Complex Land; the Promoter has requisite rights to carry out development upon the Complex Land and absolute, actual physical and legal possession of the Complex Land for developing the Project;
- (ii) The Owner & the Promoter have lawful rights and obtained requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Complex Land or the Project, except mortgage and hypothecation created for the development of Project;
- (iv) There are no litigations pending before any Court of law with respect to the Complex Land, Project or the Apartment save and except the following:
- a) T.S. No.79 of 2016 (Sailen Sanfui & Ors. Vs. West Bengal Housing Board & Ors.) pending before the Court of the Ld. 5th Civil Judge (Senior Division) at Alipore, South 24-Parganas and
- b) T.S. No.441 of 2009 (West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors. Vs. State of West Bengal & Ors.) pending before the Court of the Ld. 5th Civil Judge (Senior Division) at Alipore, South 24-Parganas and C.O. No.741 of 2011 (West Bengal Housing Board Vs. West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors.) pending before the Hon'ble High Court at Calcutta arising out of T.S. No.441 of 2009;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Complex Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner & the Promoter have been at all times in compliance with all applicable laws in relation to the Project, the Complex Land, the Apartment and the Common Areas;
- (vi) The Promoter and the Owner have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or

thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

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

P. 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-C** herein, the Owner doth hereby sell, grant, convey and transfer and the Promoter doth hereby confirm unto the Purchaser **ALL THAT** the Apartment more fully described in **SCHEDULE-A** hereto, as shown in **RED** border on the floor plan of the Apartment annexed hereto and marked as **Plan "A" TOGETHER WITH** exclusive right to use ____no. of covered car parking space location TOGETHER WITH prorata share in the common areas of the Project and also the land on which the Project is situated together with

all easements, rights and appurtenances belonging thereto (hereinafter referred to as the “**PROJECT COMMON PORTIONS**”). The Project Common Portions shall be exclusively used by the purchasers of that Project only. **TO HAVE** and **TO HOLD** the Apartment and the properties appurtenant thereto, absolutely and forever, as its exclusive Owner, free from all encumbrances, subject to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter and the same shall be deemed to be covenants running with the Land.

II. THE PURCHASER 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, the Efficiency & Comfort Zone and the Complex and is satisfied as to the Plan and/or the construction of the building(s) thereof and the condition and description of all fixtures and fittings installed and/or provided or to be provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Efficiency & Comfort and/or the Common Areas. The Purchaser has understood that the building(s)/ infrastructure and/or amenities and facilities comprised within the various zone(s) of the Complex have been constructed on the basis of sanction of the Plan on the Complex Land and the Plan is impartible and indivisible.
- (2) **The Project Common Portions and the Limited Common Areas and Facilities:** It is strictly agreed by the Purchaser with the Promoter that:
 - (i) The Common Areas and common facilities in the “**EFFICIENCY COMFORT ZONE**” shall be used exclusively by the Purchasers in that Zone and the Common Areas and common facilities in the Luxury Zone shall be exclusively used by the Purchasers of the Luxury Zone and also by the Purchasers of the Luxury portion of the Future Development. The Purchasers of the Project shall have no access to either the Common Areas and Facilities of the Luxury Zone or in the Luxury and/or Efficiency & Comfort Portion of the Future Development;
 - (ii) The Purchasers of the Efficiency & Comfort portion, in case developed in the Future Development, shall have no access to the Common Areas of the Efficiency & Comfort Zone;
 - (iii) The Purchaser of the Apartment in the Project shall own in common with other purchasers of the Project, the Common Areas of the Project and also the land on which the Project is situated together with all easements, rights and appurtenances belonging thereto (hereinafter referred to as the “**PROJECT COMMON PORTIONS**”). The Project Common Portions shall be exclusively used by the purchasers of that Project only;
 - (iv) In accordance with provisions of the West Bengal Apartment Ownership Act, 1972 certain common areas and facilities has been kept reserved for use of certain apartments or remain allotted to any apartment to the exclusion of other apartments and shall

hereinafter be referred to as the “**LIMITED COMMON AREAS AND FACILITIES**”. The Limited Common Areas and Facilities shall, *inter alia*, include the car parking spaces designated for the Project;

(v) The Promoter has segregated the infrastructures required for the Luxury Zone (including the Luxury and the Efficiency & Comfort portion of the Future Development) and the Project to the extent possible so that the maintenance and management issues pertaining to Common Areas and Common Facilities of the different zones and the phases/projects therein can be handled independently or jointly in the manner as may be reasonably done under the law;

- (3) **Maintenance of the 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 which had been mentioned in the break-up of the Total Price of the Apartment in the Agreement For Sale or the provisional allotment letter, as the case may be, was based on the Consumer Price Index (**CPI**) published by Central Statics Office (**CSO**) (Ministries of Statics and Programme Implementation) as on January, 2016 assuming that the Association shall be formed and maintenance and management of the Common Areas & common facilities will be taken over by the purchasers within a period of 2 (two years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may be of the Project. In case the formation of the Association is delayed beyond the two year period, the Promoter shall provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the purchasers shall pay to the Promoter the charges for such maintenance as fixed by the Promoter, on the basis of then prevailing CPI as mentioned above or may hand it over to the Competent Authority.

Common Areas and Facilities:

- (A) The Common Areas and Facilities of the Project shall be handed over to the Association upon formation of such association by the owners of the Project (the “**Association**”).
- (B) The apartment owners of the Project shall join the Association of the Project as members.
- (C) The Purchaser shall complete the formalities of becoming a member of Association and also to comply with the Rules and Bye-laws of the Association.
- (D) The Promoter shall at an appropriate time within a maximum period of 2 years from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, of the Project shall notify the scheme of formation of the Association to the purchasers in accordance with the West Bengal Apartment Ownership Act 1972 (as amended up to date) 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), the Promoter shall have two separate committees to run, operate, manage and maintain the Common Areas & Facilities including the Residential Activity Centre (**RAC**) of the Project:

The maintenance and management of common areas and facilities will primarily include but not limited to maintenance of water works, STP, common Electrical installations, DG Sets, Solar Panels, Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

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.

- (G) **The Residents’ Activity Centre:**

The Promoter has set up a “Residents Activity Centre” (RAC) in the Project. The RAC is part of common areas and facilities of the Project and will be handed over to the Owners Association.

The RAC shall be managed by the Promoter either by itself or through its nominee, during the Interim Maintenance Period.

All apartment Owners of the Project are entitled to become the members of the RAC. The usage of the RAC, however, is subject to the payment of subscription charges.

Efficiency Apartment Owners in the Project shall be entitled for 1(one) membership and Comfort I/II Apartment Owners shall entitled to 2(two) memberships of RAC. For the usage of RAC one member shall mean and include an adult with his/her spouse and dependent children below the age of 18 years.

The rate of Annual Subscription charge for members is mentioned below.

	Efficiency	Comfort I & II
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Annual Subscription (payable on or before possession)	Rs. _____	Rs. _____
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The annual subscription for 2 (two) years has been paid to the Promoter or its nominee, at the time of possession, which is a part of 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 to the account of the Promoter.

Some of the facilities at the RAC shall be available to the members, subject to the 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 in due course and circulated to all the members, which will be binding on all the members.

In case the Apartment is transferred, the membership will automatically stand transferred to the transferee of the Apartment and the transferor will cease to be member of the RAC.

- (H) **Parking Spaces Maintenance Charges:** The Purchaser has paid for 2 (two) years maintenance charges for his allotted car parking space [if any], which is included in the Total Price..
- (I) **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. If applicable, the Purchaser has paid the premium for a period of 2 years from the date of receipt of Completion Certificate or Partial Completion Certificate, as the case may be, of the Project for such insurance..
- (I) **Telecom Connectivity:** The Promoter has , provided connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter has decided) 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.

(J) Maintenance & Other Security Deposits:

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

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

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 Maintenance Period:** Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the RAC within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Purchaser and will make the Purchaser liable to pay interest at 15% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- (4) Taxes:** All prices, rates, fees and charges etc. mentioned in this Deed are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.
 - (5) Right to enter the Apartment for repairs:** The Promoter/maintenance agency/association of purchasers shall have rights of unrestricted access of all Common Areas and Facilities, covered parking spaces for

providing necessary maintenance services and the Purchaser agrees to permit the 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) **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 Project/Building/Tower, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project/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 and the Project Common Portions. Since the share/interest of the Purchaser in the Common Areas and the Project Common Portions is undivided, indivisible, variable and cannot be divided or

separated, the Purchaser shall use the Common Areas and the Project Common Portions along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

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

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

ALL THAT Apartment No. _____ having Carpet Area of _____ Sqft., Type____, on _____ floor, in Tower _____, named _____ along with Car Parking No. ____, measuring _____ sft in the _____ (location) as permissible under the applicable law, 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'**[FLOOR PLAN OF THE APARTMENT]**

Apartment No..... is shown in '**RED**' border on **Plan- A** annexed hereto

SCHEDULE 'C'

[MEMO OF CONSIDERATION]

SCHEDULE - 'D'

[SPECIFICATIONS, AMENITIES AND FACILITIES WHICH ARE PART OF THE APARTMENT]
SPECIFICATIONS

SL. NO.	PARTICULARS	
1	FOUNDATION	Pile - Foundation
2	SUPERSTRUCTURE	Reinforced cement concrete framed structure.
3	WALLS	RCC System shuttering, Partly block work at ground floor level
4	FINISHES	Rooms
		Ceramic tile flooring
		Kitchen
		Floor- Ceramic tiles
		Counter- Cuduppah stone
		Sink - SS Sink
		Dado - Glazed tile 2 feet above counter
		Toilet
		Floor - Ceramic tiles
		Dado - glazed tiles
		WC - European type ceramic with PVC cistern
		Wash Basin - Ceramic
		Fittings CP
5	DOOR	Frame -Timber
		Shutter - Flush door
6	WINDOWS	Glazes aluminum
7	INTERNAL FINISH	Smooth POP
8	EXTERNAL FINISH	Cement based paint
9	ELECTRICAL	Concealed wiring with plastic moulded switch

SCHEDULE - 'E'

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

SL. NO.	PARTICULARS
1	Fire Protection and Detection System in common areas
2	CCTV in Elevator car and common area
3	24/7 DG facility
4	Residential activity centre with facilities like banquet, swimming pool etc.
5	Separate core for service elevator
6	Street lighting
7	Sewerage treatment plant
8	LED lights in common area
9	Solar Power system as per green norms
10	Internal road
11	Internal Sewer and storm water line

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

OWNER:

For West Bengal Housing Board

**(Authorized Signatory)
Bengal Ambuja Housing Development
Limited
Constituted Attorney to West Bengal
Housing Board**

Please affix
Photographs
& sign across
the
photograph

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

For S. E. Builders & Realtors Limited

(Authorized Signatory)

Please affix
Photographs
& sign across
the
photograph

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE: (including joint allottees)

1. Signature:

Name:

Address:

Please affix
Photographs &
sign across the
photograph

2. Signature:

Name:

Address:

Please affix
Photographs &
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature:
Name:
Address:

2. Signature:
Name:
Address:

Drafted and prepared by: