

DEED OF CONVEYANCE

1. **Date:** _____ 2018
2. **Place:** Kolkata
3. **Parties:**
 - 3.1 **Board:** WEST BENGAL HOUSING BOARD, a statutory body corporate constituted under the West Bengal Housing Board Act, 1972 (W.B Act XXXII of 1972) having its office at 105, Surendra Nath Banerjee Road, Post Office Taltala, Police Station New Market, Kolkata-700 014, having its Income Tax Permanent Account no. AAAJW0019K, through its Constituted Attorney **Bengal Shrachi Housing Development Limited** which is represented by

its Authorised Signatory _____, son of _____, Citizen of India, by religion Hindu, by occupation service, working for gain at Shrachi Tower, 8th Floor, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station - Anandapur (previously Tiljala), Post Office - Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. BILPD7109R (**Board**)

And

- 3.2 **Company:** **BENGAL SHRACHI HOUSING DEVELOPMENT LIMITED**, a joint sector company having its registered office at 8th Floor, Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur (previously Tiljala), Post Office -Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account no. AABCB2808F, represented by its Authorised Signatory _____, son of _____, Citizen of India, by religion Hindu, by occupation Service, working for gain at Shrachi Tower, 8th Floor, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station - Anandapur (previously Tiljala), Post Office - Madurdaha, Kolkata - 700 107, having Income Tax Permanent Account No. BILPD7109R (**Company**)

And

- 3.3 **Purchaser:** _____, (PAN - _____) son of _____, by religion _____, by occupation _____, Citizen of _____ residing at _____, Post Office _____, Police Station _____, District _____, Pin – _____ (**Purchaser**).

The terms “Board” and “Company” shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns.

The term “Purchaser” shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, successors, legal representatives, executors, administrators and assigns.

The terms “Board” and “Company” and “Purchaser” are collectively referred to as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

- 4.1 **Said Apartment:** Apartment No. _____, on the _____ floor, complete with all fixtures and fittings (sanitary and electrical) measuring about super built-up area of _____ (_____) square feet, with tiles floor and more fully described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in **Green** colour thereon (**Said Apartment**), at

Samiran-I (**Building**) of a cluster of buildings forming Lower Income Group Zone on a portion of land (), being a part of the complex commonly known as '**Dakshinatya**' (**Complex**) constructed on the land measuring more or less 4.02 acres and comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 all under L.R. Khatian no. 986, at Mouza Dudhnai, J.L. No. 107, within the jurisdiction of Ramanagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal (**Said Land**) more fully described in the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in **Green** colour thereon.

- 4.2 **Said Parking Space:** Right to use and enjoy the open/covered car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein and more fully described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in **Green** colour thereon (**Said Parking Space**).
- 4.3 **Land Share:** Undivided, proportionate, indivisible and impartible share in the land contained in the Said Land as be attributable to the Said Apartment (**Land Share**).
- 4.4 **Share In The Building Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building described in **Part-I** of the **3rd Schedule** below (collectively **Building Common Portions**), as be attributable to the Said Apartment.
- 4.5 **Share In The Complex Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the areas, parts, amenities and facilities as are common between all the Intending Purchaser (defined below) of the Complex described in **Part-II** of the **3rd Schedule** below (collectively **Complex Common Portions**), as be attributable to the Said Apartment.
- 4.6 **Other Appurtenances:** All other rights appurtenant to the Said Apartment.
- 4.7 **Said Apartment and Appurtenances:** The subject matter of this Deed of Conveyance are Clauses 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 above, which are collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Apartment And Appurtenances**).

5. **Background:**

- 5.1 **Purchase of Said Land:** By and under a Sale Deed dated 30th July, 2010 and registered at the office of Additional Registrar of Assurances-II, Kolkata in Book I, CD Volume no. 19, pages 1786 to 1806, being Deed no. 7803 for the year 2010, one Sharmila Ray Kumam therein referred to as the Vendor of the First Part, West Bengal Housing Board therein referred to as the Purchaser of the Second Part, Bengal Shracchi Housing Development

Limited therein referred to as the First Confirming Party of the Third Part and Shracchi Developers Private Limited therein referred to as the Second Confirming Party of the Fourth Part, the Vendor therein with the concurrence of the Confirming Parties therein as also for the consideration therein mentioned granted, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 4.02 Acres, be the same a little more or less, situate lying at Mouza Dudhnai, J.L. No. 107, comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 (Part) appertaining to L.R. Khatian No.554, within the jurisdiction of Ramanagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal, more fully described in the Second Schedule thereunder as also in the **1st Schedule** hereunder written (**Said Land**), in a demarcated manner, absolutely and forever.

- 5.2 **Mutation of Said Land:** Subsequent to the above purchase, the Board mutated its name in respect of the Said Land in the records of the B. L. & L. R. O. Baruipur and after such mutation, a new L.R. Khatian no. 986 has been opened in its name.
- 5.3 **Ownership of Said Land:** The Board is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the Said Land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trusts of whatsoever nature.
- 5.4 **Appointment of the Company:** Being desirous of developing the Said Land by way of raising a building complex thereat, the Board decided to appoint the Company as the developer for construction of a housing complex on the Said Land comprising, *inter alia*, residential apartments for people from middle income group and from lower income group, collectively known as **Complex**.
- 5.5 **Said Agreement:** , By a Developer's Agreement dated 27th August, 2010 (**Said Agreement**) made between the said West Bengal Housing Board therein referred to as the Board of the One Part and the Bengal Shracchi Housing Development Limited therein referred to as the Company, the Board appointed the Company to construct, erect and commercially exploit the Said Land on the terms and conditions contained therein and handed over possession of the Said Land to the Company for development of the Complex and further a scheme for such development (**Scheme**) was formulated jointly by the Board and the Company as follows:
- 5.5.1 **Development:** The Company shall develop the Said Land by constructing and completing the Complex thereon in all respects at its own costs and expenses.
- 5.5.2 **Sale of Land Share by Board:** The Board shall sell the undivided proportionate indivisible and impartible share in the Said Land attributable to the apartments constructed thereon to such prospective allottees who have been provisionally allotted the

apartments therein pursuant to their applications in that regard (**Intending Purchaser**).

5.5.3 **Sale of Apartments by Company:** The Company shall enter into contracts with the Intending Purchaser for sale and transfer of the apartments in the Complex.

5.5.4 **Grant of Powers:** In pursuance of the Said Agreement, the Board granted a Power of Attorney dated 27th August, 2010 in favour of the Company and pursuant thereto the Company has:

(a) **Plans Approval:** obtained approval of layout plans from the Ramnagar II Gram Panchayat (**Authority**) for the construction of the Complex (**Plans**).

(b) **Complex:** named the complex "**Dakshinatya**" which comprises of 9 (Nine) buildings forming the Lower Income Group Zone collectively known as **Samiran** and 11 (eleven) buildings forming the Middle Income Group Zone collectively known as **Paban**. The expression Complex wherever used herein shall mean the complex named Dakshinatya comprising, *inter alia*, the Said Land and all the buildings and/or structures as have been constructed by the Company thereon as also all the buildings and/or structures that may be constructed by the Company in the future.

5.6 **Provisional Allotment to Purchaser:** Pursuant to an application made by the Purchaser herein for purchase of an apartment in the Samiran-LIG, the Company by its letter dated (**Provisional Allotment Letter**) agreed to provisionally allot in favour of the Purchaser, Apartment No. , on the floor of the Building named , and accepted by the Parties measuring about super built-up area of () square feet, **Together With** Right to use and enjoy the open/covered car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein at and for the agreed consideration of Rs. /- (Rupees only), **subject to** the Purchaser agreeing to the terms and conditions contained in the Allotment Letter as also to the Application Form and the General Terms and Conditions and **subject further to** the Purchaser making payment of the agreed and settled price in the manner and by the installments mentioned in the Provisional Allotment Letter.

5.7 **Completion of Construction:** The Company has since completed construction of 9 (nine) buildings in the Lower Income Group Zone known as Samiran and 6 (six) buildings in the Middle Income Group Zone known as Paban and comprised in the Complex in all respect and has accordingly obtained the Completion Certificate/Building Occupation Certificate. The Company is also taking steps to complete the construction of the remaining buildings in both the Lower Income Group Zone and the Middle Income Group Zone within the Complex.

5.8 **Calling Upon Purchaser to Take Possession:** Upon such completion of construction, the Company called upon the Purchaser to take possession of the Said Apartment contained in the _____ and upon payment of the agreed settled price in full and also upon compliance of all the formalities and pursuant thereto the Purchaser has taken possession of the Said Apartment after satisfying himself in all respects with the Plans sanctioned by the Authority, the construction of the Building, the Building Common Portions, the Tower Common Portions and the Said Apartment made by the Company (including the quality and specifications thereof, the built up area and the super built up area of the Said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that the Board and the Company have complied with all their obligations and that the Purchaser has no claim of whatsoever nature against the Board and the Company or any of them on any account whatsoever and the Purchaser after such satisfaction has agreed to conclude the contract herein by executing and registering this Deed of Conveyance.

6. Transfer:

6.1 **Hereby Made:** In pursuance of the Provisional Allotment Letter in favour of the Purchaser and the Purchaser requesting the Board and the Company to convey/grant the Said Apartment And Appurtenances, described in **Part-III** of the **2nd Schedule** hereto and in consideration of the Purchaser agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter:-

6.1.1 **By Board:** The Board doth hereby grant, sell, convey, transfer, assign and assure and the Company doth hereby confirm, unto the Purchaser:

(a) **Land Share:** The undivided, proportionate, indivisible and impartible share in the land contained in the Said Land comprised in the land measuring more or less 4.02 acres and comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 all under L.R. Khatian no. 986, at Mouza Dudhnai, J.L. No. 107, within the jurisdiction of Ramanagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal, more fully described in the **1st Schedule** hereto, as be attributable to the Said Apartment.

6.1.2 **By Company:** The Company doth hereby grant, sell, convey, transfer, assign and assure and the Board doth hereby confirm unto the Purchaser the Said Apartment, Said Parking Space, the Share In the Building Common Portions, the Share In the Complex Common Portions and the Other Appurtenances, being the:

- (a) **Said Apartment:** Said Apartment, more fully described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in **Green** colour thereon,
- (b) **Said Parking Space:** Said Parking Space, more fully described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in **Green** colour thereon.
- (c) **Share In The Building Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the Building Common Portions, described in **Part-I** of the **3rd Schedule** hereto, as be attributable to the Said Apartment,
- (d) **Share In The Complex Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the Complex Common Portions, described in **Part-II** of the **3rd Schedule** hereto, as be attributable to the Said Apartment, and
- (e) **Other Appurtenances:** All other rights appurtenant to the Said Apartment.

7. **Consideration:** The aforesaid sale and/or transfer of the Said Apartment And Appurtenances in favour of the Purchaser is being made in consideration of the total agreed and settled sum of Rs /- (Rupees only) (**Agreed Consideration**), which includes the consideration received towards price of the Said Apartment, Said Parking Space, the Land Share, the Share in the Building Common Portions and the Share In the Complex Common Portions and the Company hereby and by the Receipt and Memo mentioned below, admit and acknowledge the same.

8. **Terms of Transfer:**

8.1 **Conditions Precedent:**

8.1.1 **Title, Plan and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser has fully satisfied himself about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification, objection, dispute or proceeding regarding the same and also further waives the right, if any, to do so:

- (a) The right, title and interest of the Board and/or the Company in respect of the Complex, and the Said Apartment And Appurtenances;
- (b) The Plans as approved by the Authority;
- (c) The design, layout, accommodation, specifications and construction thereof and the condition and description of all

fixtures and fittings installed and/or provided in the Building, the Building Common Portions, the Complex Common Portions and the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

- 8.1.2 **Measurement:** The Purchaser is fully satisfied regarding the area of the Said Apartment and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.2 **Salient Terms:** The transfer being effected by this Conveyance is:
- 8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
- 8.2.2 **Absolute:** absolute, irreversible and perpetual.
- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Building Common Portions and the Complex Common Portions described in **Part-I** and **Part-II** of the **3rd Schedule** below, respectively in common with the Intending Purchaser.
- 8.2.5 **Other Rights:** together with all other rights appurtenant to the Said Apartment And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Common Expenses:** the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Building Common Portions and the Complex Common Portions (collectively **Common Expenses**), an indicative list of which is given in the **4th Schedule** below.
- 8.3.2 **Easements And Quasi-easements:** the Purchaser observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easements and Quasi-easements**), described in the **5th Schedule** below.
- 8.3.3 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations, restrictions and covenants (collectively **Covenants**), described in the **6th Schedule** below.

8.3.4 **Indemnification by Board:** indemnification by the Board about the correctness of its title.

8.3.5 **Indemnification by Purchaser:** indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Board and the Company and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Board and the Company and/or their respective successors-in-interest or assigns by reason of any default of the Purchaser.

9. Possession:

9.1 **Delivery of Possession:** At or before the date hereof, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment And Appurtenances has been handed over by the Company to the Purchaser, which the Purchaser admits, acknowledges and accepts.

10. Outgoings:

10.1 **Company to Bear:** All taxes, surcharges, outgoings and levies of or on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Purchaser (**Possession Date**), whether as yet demanded or not, shall be borne, paid and discharged by the Company and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances shall be borne, paid and discharged by the Purchaser from the Possession Date.

11. Holding Possession:

11.1 **Purchaser Entitled:** The Company and the Board hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Company or the Board or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Company or the Board.

12. Further Acts:

12.1 **Company to do:** The Company hereby covenants that the Company or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser, do and execute or cause to be done and executed all such acts, deeds and things

for further or more perfectly assuring the title of the Purchaser to the Said Apartment And Appurtenances.

13. General:

13.1 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

13.2 Inclusion of General Terms and Conditions: All terms and conditions contained in the General Terms and Conditions shall be deemed to be included and be a part of this Conveyance and in case of contradiction of terms and conditions of the General Terms and Conditions with those contained herein, the terms and conditions of this Conveyance shall prevail.

13.3 Future Construction: The Board and the Company shall be entitled to all future vertical or horizontal expansion/exploitation of the Buildings and/or make additional/further constructions in the Complex in any manner whatsoever including by raising of additional floors/ storeys/ constructions over the roof of the Buildings and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Board and the Company are entitled to shift any part of the Common Portions (including the common installations) to the ultimate roof and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions and the Purchaser hereby consents to the same and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. For the aforesaid purposes the Board and the Company shall be entitled to apply for and obtain necessary permissions and sanctions from the concerned authorities without the Purchaser and/or any other Intending Purchasers and/or the Association being required to be a party to such application and the Purchaser hereby agrees and consents to the same. The Purchaser shall not have any right whatsoever in the additional/further constructions. It is further clarified that in case of additional construction on the roof, the same shall be shifted to the ultimate roof along with the common installations thereon and shall have equivalent area.

13.4 Entitlements of the Company:

13.4.1 The Company and/or its agents and/or assigns shall have the exclusive right and be entitled at all times to erect, install, display and maintain signage, hoardings, display-signs, neon-signs, lighted displays, etc. on the ground floor and/or roof of the Buildings and/or other areas in the Building and/or Complex without being required to pay any charges for the same to the Intending Purchases or the Association and neither the

Intending Purchasers (including the Purchaser herein) nor the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays, etc. shall accrue to the Company exclusively.

13.4.2 The Company and/or its agents and/or assigns shall have the exclusive right and be entitled at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Company for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the Complex or on the roof of the Buildings and neither the Intending Purchasers (including the Purchaser herein) nor the Association or any other entity shall be entitled to object to or to hinder the same in any manner whatsoever.

14. Interpretation:

- 14.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 14.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 14.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 14.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

1st Schedule

(Said Land)

All that the piece and parcel of land measuring more or less 4.02 acres and comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 all under L.R. Khatian no. 986, at Mouza Dudhnai, J.L. No. 107, within the jurisdiction of Ramanagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal, delineated on the **Plan A** annexed hereto and bordered in **Green** colour thereon and butted and bounded as follows:

On the North	:	By Canning Road and L.R. Dag nos. 391, 400 and 412
On the East	:	By L.R. Dag nos. 414 (part), 415, 434 and 435
On the South	:	By Baruipur Mouza and L.R. Dag nos. 408 and 409
On the West	:	By L.R. Dag nos. 378, 381, 382 (Part) and 386 (Part)

2nd Schedule

Part-I

(Said Apartment)

Apartment No., on the floor of the Building named, complete with all fixtures and fittings (sanitary and electrical), and accepted by the Parties to be equivalent to about super built-up area of (.....) square feet, built with tiles floor in the cluster of buildings forming part of the Lower Income Group Zone, being a part of the Complex named as '**Dakshinatya**' constructed on the land measuring more or less 4.02 acres and comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 all under L.R. Khatian no. 986, at Mouza Dudhnai, J.L. No. 107, within the jurisdiction of Ramanagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal. The Said Apartment is delineated on the **Plan B** annexed hereto and bordered in **Green** colour thereon.

Part-II

(Said Parking Space)

NIL

Part-III

(Said Apartment And Appurtenances)

[Subject Matter of Sale]

Apartment No., on the floor of the Building named, complete with all fixtures and fittings (sanitary and electrical), and accepted by the Parties to be equivalent to about super built-up area of (.....) square feet, built with tiles floor in the cluster of buildings forming part of the Lower Income Group Zone, being a part of the Complex named as '**Dakshinatya**' constructed on the land measuring more or less 4.02 acres and comprised in L.R. Plot Nos. 379, 380, 382 (Part), 386 (Part), 387 (Part), 388, 389, 390, 392, 393 (Part), 394, 395, 396, 397, 398, 399, 401, 402, 403, 404, 405, 406, 407, 410, 411, 413 and 414 all under L.R. Khatian no. 986, at Mouza Dudhnai, J.L.

No. 107, within the jurisdiction of Ramanagar – II Gram Panchayat, Police Station Baruipur, District South 24 Parganas, West Bengal **Together With** Right to use and enjoy the open/covered car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein and more fully described in **Part-II** of the **2nd Schedule** hereto **Together With** an undivided, proportionate, indivisible and impartible share in the land contained in the Said Land, described in the **1st Schedule** hereto and delineated on **Plan A** annexed hereto and bordered in **Green** colour thereon as be attributable to the Said Apartment **And Together With** an undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building, described in **Part-I** of the **3rd Schedule** hereto, as be attributable to the Said Apartment **And Together With** an undivided, proportionate, indivisible and impartible share and/or interest in the areas, parts, amenities and facilities as are common between all the Intending Purchasers of the Complex, described in **Part-II** of the **3rd Schedule** hereto, as be attributable to the Said Apartment **And Together With** all other rights appurtenant to the Said Apartment.

3rd Schedule

Part-I

(Building Common Portions)

1. Roof, mumty room
2. Stair Case and its landings, Lobbies
3. Overhead Water Tank and pipelines
4. Electrical wires, cables, in common areas, meter room
5. Driveways & Walkways
6. Outer Façade of the building.

Part-II

(Complex Common Portions)

1. Electrical Sub Station
2. Cable trench & electrical cables.
3. Sewerage Treatment Plant and Sewerage System
4. Green Area including landscaped and hardscaped areas
5. Roads
6. Drainage System.
7. Street Lights
8. Entrance gate & security room.
9. Peripheral Boundary Wall.
10. Under ground water reservoir & pump room with pump & water distribution system.
11. Separate Community hall for Paban & Samiran.
12. Children play equipment.

4th Schedule**(Common Expenses)**

1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Building Common Portions and the Complex Common Portions, including the exterior or interior (but not inside any Apartment) walls of the Buildings.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Building Common Portions and the Complex Common Portions, including lifts, generator, firefighting equipment, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Building Common Portions and the Complex Common Portions.
3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Building Common Portions and the Complex Common Portions, including durwans, sweepers, plumbers, electricians, etc. and their perquisites, bonus and other emoluments and benefits.
4. **Maintenance Body:** Establishment and all other expenses of the Maintenance Body (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Company until handing over to the Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Building and/or the Building Common Portions and the Complex Common Portions, *inter alia*, against earthquake, fire, mob violence, damages, civil commotion, lighting, etc.
6. **Fire Fighting:** Costs of operating and replacing the fire fighting equipments.
7. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.
8. **Electricity:** Electricity charges for the electrical energy consumed for the Building Common Portions and the Complex Common Portions.
9. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Building Common Portions and the Complex Common Portions.
10. **Rates and Taxes:** Property Tax, Water Tax, surcharge, outgoings and levies in respect of the Complex and the Building save those separately assessed on the Purchaser.
11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Company to be necessary or incidental or

liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Building Common Portions and the Complex Common Portions.

5th Schedule

(Easements And Quasi-easements)

The Purchaser and the other Intending Purchaser shall allow each other, the Board, the Company and the Maintenance Body, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Building Common Portions and the Complex Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Complex and the Building, including the Building Common Portions and the Complex Common Portions.
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Building by other and/or others thereof.
4. **Right over Common Portions:** The absolute unfettered and unencumbered right over the Building Common Portions and the Complex Common Portions **subject to** the terms and conditions herein contained.
5. **Appurtenances of Said Apartment And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Apartment And Appurtenances.
6. **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Building, including the Said Apartment And Appurtenances or any other apartment for the purpose of repairing any of the Building Common Portions and the Complex Common Portions or any appurtenances to any apartment and/or anything comprised in any apartment, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.
7. **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Building.

6th Schedule**(Covenants)**

1. The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed under all laws both prevailing as well as those enacted hereafter, including the provisions of the West Bengal Apartment Ownership Act, 1972 as amended from time to time (**Apartment Ownership Act**) and the rules and/or bye-laws framed and/or to be framed thereunder and/or by the Maintenance Body for looking after the management, administration and maintenance of the Building Common Portions, the common areas, facilities and amenities of the other buildings within Samiran-LIG and the facilities/amenities thereat.
2. The Purchaser shall on and from the Possession Date of the Said Apartment pay all property taxes, rates, charges, levies, impositions and outgoing payments payable for the time being by the Purchaser as owners or the occupiers of the Said Apartment And Appurtenances including Common Expenses in respect of the Buildings and the Complex proportionately and the Said Apartment wholly.
3. The Purchaser shall join and/or become members of the association formed under the provisions of the Apartment Ownership Act and/or otherwise for carrying out maintenance and upkeep of the Building Common Portions and the common portions of the other buildings in the Samiran-LIG (**Maintenance Body**).
4. The Purchaser shall also pay all other liabilities and/or charges for repairs, maintenance and replacements payable by the Purchaser under the provisions of the Apartment Ownership Act and the rules and/or bye-laws framed and/or to be framed thereunder and/or as may be imposed as maintenance and management charges by the Maintenance Body for looking after the management, administration and maintenance of the Building Common Portions and the common areas, facilities and amenities of the other buildings within Samiran-LIG.
5. The Purchaser has no interest, right or title in the common portions of the other buildings of the Samiran-LIG, the same having vested in the Intending Purchasers of the respective buildings but the Complex Common Portions shall at all times be jointly enjoyed by all users/Intending Purchaser of the Complex.
6. The Building Common Portions and facilities provided exclusively for the Intending Purchasers of the Building as described in **Part-I** of the **3rd Schedule** hereto shall at all times be held by the Purchaser along with other Intending Purchasers for the time being of the apartments in the Building and shall be used and enjoyed by them in common amongst themselves and other Intending Purchasers of apartments in other buildings in the Samiran-LIG shall have no interest or right in the Building Common

Portions. The Complex Common Portions described in **Part-II** of the **3rd Schedule** hereto shall at all times be held by the Purchaser along with all other Intending Purchasers for the time being of all apartments in all the buildings of the Complex and shall be used and enjoyed by them in common amongst themselves.

7. The Purchaser covenants and accepts that another maintenance body similar to Maintenance Body shall be formed for the maintenance and management of common portions of Samiran-LIG. These two maintenance bodies shall form an apex body which shall monitor the functioning of the said two maintenance bodies and also shall look after the maintenance and management of the Complex Common Portions.
8. The Purchaser shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the Building Common Portions and the Complex Common Portions and also the Purchaser along with the other allottees of the Building shall use the Building Common Portions for the purposes for which they are created and the Purchaser along with the other Intending Purchasers for the time being of different apartments in the Complex shall use the Complex Common Portions for the purposes for which they are created without hindering or encroaching upon the lawful rights of other Intending Purchasers and occupiers of other apartments of the Complex and/or other parts and portions thereof.
9. The right of user of the Purchaser of the Building Common Portions and the Complex Common Portions along with the Said Parking Space, if any allotted to the Purchaser shall not be transferable except along with the Said Apartment hereby sold and shall be deemed to be transferred with the Said Apartment even though the same be not expressly mentioned in any future conveyance or instrument of transfer.
10. The Purchaser agrees, undertakes and covenants to not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Complex and/or the transfer, sale or disposal of any other Apartment or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Board and the Company or any of them may suffer in this regard.
11. The Purchaser agrees, undertakes and covenants not to obstruct or hinder any future development and/or future vertical or horizontal expansion/exploitation of the Buildings and/or making of additional/further constructions in the Complex by the Company in any manner whatsoever including by raising of additional floors/storeys/constructions over the roof of the Buildings and not to obstruct the shifting of the common facilities and installations to the ultimate roof for such purpose.
12. The Purchaser shall use the Said Apartment only for residential purposes and shall not allow the Said Apartment to be so used as to cause annoyance to the owners/occupiers of the adjoining or neighbouring

apartments/buildings and shall not also allow it to be used for any unhygienic, unlawful or immoral purposes or purposes subversive to the Government established by law in India.

13. The Purchaser shall neither have nor shall at any time in future claim to have any share and/or interest and/or right of any nature whatsoever in any part of the Paban-MIG save and except the Samiran-LIG and the Purchaser shall not claim any interest or right adverse or prejudicial to such exclusive right of user.
14. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Board and the Company of from and against all losses, damages claims, demands, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser. The Purchaser hereby further agrees and undertakes to indemnify and keep indemnified the Board and the Company also against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Board and the Company relating to the above.
15. The Purchaser admits, acknowledges and understands that the Purchaser has an undivided share in the Said Land, which is proportionate to the covered area of the Said Apartment and notwithstanding anything hereinstated all common portions (both Building Common Portions and Complex Common Portions) will be those whose user rights are not earmarked for specific persons or for specific purposes.
16. The Purchaser agrees, undertakes and covenants to not object to any change and/or variation in the Land Share, Building Common Portions and the Complex Common Portions that may result due to further/additional constructions and development being made on the roof of the Buildings and/or on any part of the land comprised in the Complex from time to time and not to make any claim in respect of the same and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of further constructions being made by the Company from time to time.

15. Execution and Delivery:

15.1 **In witness whereof** the Parties hereto have executed this Conveyance on the day, month and year above written.

[Board]

[Company]

(_____)

[Purchaser]

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs./- (Rupees Only) towards full and final payment of the Agreed Consideration for sale of the Said Apartment And Appurtenances, described in **Part-III** of the **2nd Schedule** above.

[Company]

Witnesses:

Signature_____ Signature_____

Name _____ Name _____

Dated this _____ day of _____, 2018

Between

West Bengal Housing Board
... Board

Bengal Shracchi Housing Development Limited
... Company

And

.....
... Purchaser

CONVEYANCE

Apartment No.

Floor

.....
Dakshinatya