

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is made on this ____ day of _____, 2025 at
Kolkata

BY AND AMONGST

MS. REBA DUTTA (PAN-AGHPD8591L), Wife of Late Dulal Krishna Dutta, by faith Hindu, by nationality Indian, by occupation Housewife, residing at 90, Tollygunge Circular Road, Post Office New Alipore & Police Station New Alipore, Kolkata 700053, West Bengal, hereinafter referred to and called as the **LAND OWNER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs/heiresses, representatives, executors, administrators, nominees and permitted assignees) of the **FIRST PART**. The Land Owner is being represented by “**M/S. MAA BHABATARINI**”, a Proprietorship firm, being represented by its sole proprietor **MR. ALOKE SEN** (PAN DRBPS4377H), son of Late Ashutosh Sen, by faith Hindu, by occupation Business, residing at 20BL H/2, Hare Kristo Shett Lane, Post Office Sinthee, Police Station -Sinthee, Kolkata 700050, West Bengal

AND

“**M/S. MAA BHABATARINI**”, a Proprietorship firm, being represented by its sole proprietor **MR. ALOKE SEN** (PAN DRBPS4377H), son of Late Ashutosh Sen, by faith Hindu, by occupation Business, residing at 20BL H/2, Hare Kristo Shett Lane, Post Office Sinthee, Police Station -Sinthee, Kolkata 700050, West Bengal, hereinafter referred to and called as the **PROMOTER/DEVELOPER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors in office, heirs, heiresses, executors, administrators, legal representatives and permitted assignees) of the **SECOND PART**.

AND

MR/MRS/MISS/MS (PAN No. –, Aadhaar No. –), son/daughter/wife of, by occupation, by faith.....,

by Nationality Indian, residing at Premises No Police Station..... Post Office PIN –, District –, hereinafter referred to and called as the **ALLOTTEE/BUYER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their/her/his successors, heirs, heiresses, executors, administrators, legal representatives and permitted assignees) of the **THIRD PART**.

Land Owners, Promoter/Developer and Allottee/Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.

SECTION I

DEFINITIONS - For the purpose of this Agreement for Sale, unless the context otherwise requires: -

- 1) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Act No. XVI of 2016);
- 2) **"Rules"** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- 3) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- 4) **"Section"** means a section of the Act.
- 5) **"Masculine"** gender shall include the **"Feminine"** and **"Neuter"** genders and vice versa.
- 6) **"Singular"** number shall include the **"Plural"** and vice versa

SECTION II

1. WHEREAS

- 1.1 The Land Owner hereto is the owner of the Project Land measuring about 4 (four) Cottahs 10 (ten) Square Feet more or less, lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No.90, Somnath Lahiri Sarani, Post Office New

Alipore, Police Station New Alipore, Kolkata 700053, within Ward No. 81 of the Kolkata Municipal Corporation vide Assesseeno-110810401485 (morefully described in **Schedule “A”** hereunder written and shown in the plan annexed hereto, being Annexure “A”, duly bordered thereon in ‘**RED**’). Facts about devolution of title of the Land Owner to the Project Land is described below:

- i. The property described in the Schedule "A" hereunder originally comprised of Port Commissioners surplus land and Jadu Nath Majumder purchased Plot No. 54 from the Commissioners for the Port of Calcutta by virtue of a registered conveyance dated 18th September, 1942 and the said document executed by the Commissioners for the Port of Calcutta in favour of Jadu Nath Majumder was registered in the District Sub-Registry office at Alipore in its Book I, Volume 62 at pages 230 to 232 as being No. 2709 for the year 1942 and since purchase said Jadu Nath Majumder recorded his name in the Municipality i.e. the Corporation of Calcutta as well as in other places as absolute owner and thereafter said Jadu Nath Majumder constructed pucca dwelling house thereupon and was enjoying and occupying the same as rightful absolute owner free from all encumbrances and thereafter the said Jadu Nath Majumder died on 2nd January, 1966 leaving his two sons Dharendra Nath Majumder and Kali Das Majumder, one married daughter Smt. Panchalata Kar and his wife Smt. Kiran Bala Majumder and he being died intestate so his said legal heirs inherited the property left by him according to Hindu Succession Act. Thereafter his wife said Smt. Kiran Bala Majumder died some times in the month of Bhadra 1373 B.S. i.e. some times in the month of August 1968 and thus said Dharendra Nath Majumder and Kali Das Majumder being the two brothers and their married sister Smt. Panchalata Kar became the absolute rightful owners of the said property by virtue of inheritance according to the Indian Succession Act and thereafter Smt. Panchalata Kar executed a deed of surrender and/or Nadabi dated 17th January 1967 in favour of her two brothers Dharendra Nath Majumder and Kali Das Majumder relinquishing her share of interest in the said property and the said deed was registered in the Sub-Registry Office at Alipore in its Book No. I, Volume No. 18 at pages from 110 to 112 as being No. 337 for the year 1968.
- ii. Thereafter the said two brothers amicably effected a partition amongst themselves and demarcated their respective portion by boundary walls and prepared a plan accordingly but they did not execute or register any partition deed amongst themselves.
- iii. The above-property was recorded in the name of the said two brothers Dharendra Nath Majumder and Kali Das Majumder and in fact the said two brothers are enjoying and occupying the project land having half share each and Dharendra Nath Majumder is occupying the demarcated northern half of the project land and his brother Kali Das Majumder is occupying the demarcated southern half of the project land.
- iv. Both Sri Dharendra Nath Majumder and Sri Kali Das Majumder paid taxes upto date.

- v. The property is originally located within Corporation of Calcutta and so there is no question of any Khatian or record of rights.
- vi. The said Sri Kali Das Majumder as Vendors by a registered Deed of Sale, on-24.02.1978, in favour of Smt. Reba Dutta, registered at the office of S.R. Alipore at Alipore, recorded in Book No. I, Volume No. 33, Pages from 41 to. 53, being No. 729, for the year 1978, sold conveyed and transferred ALL THAT land area measuring 2 Cottahs 5 Sq.ft. more or less together with two storied building standing thereon being the demarcated Southern Portion situated and lying at Mouza Tollygunge, Plot No.54, P.S. Old Alipore now New Alipore, Premises No.90, Tollygunge Circular Road, Kolkata 700053, under Kolkata Municipal Corporation. Be it mentioned that Sri Dharendra Nath Majumder and Smt. Panchalata Kar jointly confirmed the said Deed of Sale as Confirming Party.
- vii. The said Sri Dharendra Nath Majumder as Vendors by a registered Deed of Sale, on-24.02.1978, registered at the office of S.R. Alipore at Alipore, recorded in Book No. 1, Volume No. 31, Pages from 53 to 65, being No. 730, for the year 1978, sold conveyed and transferred ALL THAT land area measuring 2 Cottahs 5 Sq.ft. more or less together with two storied building standing thereon being the demarcated Northern Portion situated and lying at Mouza-Tollygunge, Plot No. 54, P.S. Old Alipore now New Alipore, Premises No. 90, Tollygunge Circular Road, Kolkata 700053, under Kolkata Municipal Corporation, in favour of Sri. Dulal Krishna Dutta. Be it mentioned that Sri Kalidas Majumder and Smt. Panchalata Kar jointly confirmed the said Deed of Sale as Confirming Party.
- viii. After such purchase said Sri. Dulal Krishna Dutta died intestate on 11.01.2020 leaving behind his widow, Smt. Reba Dutta and only son, Sri Dibyendu Dutta, respectively, as his legal heirs and successors to inherit the property left by him as per Hindu Succession Act 1956.
- ix. The said Smt. Reba Dutta & Sri Dibyendu Dutta are jointly seized and possessed of and sufficiently entitled to ALL THAT land area measuring 2 Cottahs 5 Sq.ft. more or less together with two storied building standing thereon being the demarcated Northern Portion situated and lying at Mouza Tollygunge, Plot No. 54, P.S. Old Alipore now New Alipore, Premises No. 90, Tollygunge Circular Road, Tollygunge, Kolkata-700053, under Kolkata Municipal Corporation, more fully and particularly described in the Schedule hereunder written.
- x. The said Sri. Dibyendu Dutta by a registered Deed of Gift dated 14.06.2022 registered at the office of D.S.R. II, South 24 Parganas recorded in Book No. I, being No. 160207705 for the year 2022, made gift and transferred ALL THAT piece and parcel of undivided 1/2 share of his Bastu land area measuring 2 Cottahs 5 Sq.ft. i.e. measuring 1 Cottah 2.5 Sq.ft. more or less together with undivided 1/2 share of two storied building standing thereon measuring 1200 Sq.ft. (on the Ground Floor measuring 600 Sq.ft., on the First Floor measuring 600 Sq.ft.) i.e. 600 Sq.ft. (on the Ground Floor measuring 300 Sq.ft., on the First Floor measuring 300 Sq.ft.) more or less being the demarcated Northern Portion

situated and lying at Mouza -Tollygunge, Plot No. 54, P.S. Old Alipore now New Alipore, Premises No. 90, Circular Road, Tollygunge, Kolkata 700053, under Kolkata Municipal Corporation, in favour of his mother Smt. Reba Dutta.

- xi. The said Smt. Reba Dutta (i.e. the Land Owner) became the sole and absolute owners in respect of ALL THAT piece and parcel of bastu land measuring 2 (two) Cottahs 5 (five) Square Feet be the same a little more or less along with a two storied building standing thereon on the Southern Portion lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No.90, Somnath Lahiri Sarani, Kolkata - 700053, within Ward No.81, of the Kolkata Municipal Corporation, Post Office New Alipore, Police Station New Alipore, by virtue of an Indenture, dated 24.02.1978, recorded in Book No. I, Volume No.33, Pages 41 to 53 being No.729 for the year 1978, registered before the office of the Sub-Registrar at Alipore, 24 Parganas.
- xii. Thus by virtue of the above transfers and also by inheritance of the said Land Owner, the said Smt. Reba Dutta (Land Owner) is presently seized and possessed and rightfully entitled to her portions of land being ALL THAT piece and parcel of bastu land measuring 4 (four) Cottahs 10 (ten) Square Feet be the same a little more or less along with a two storied building standing thereon on the Northern Portion lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No.90, Somnath Lahiri Sarani, Kolkata 700053, within Ward No.81, of the Kolkata Municipal Corporation, Post Office New Alipore, Police Station New Alipore, morefully and particularly mentioned in Schedule "A" herein below.
- xiii. The Land Owner declares that she has a good and marketable title over the project land and is absolutely free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever or howsoever.
- xiv. The Land Owner being desirous of developing the project land by constructing a multi-storied building consisting of several flats and/or apartments in accordance with the Building Plan sanctioned from the Kolkata Municipal Corporation, had earlier approached M/S. RELIANCE CONSTRUCTIONS COMPANY, a proprietorship firm, represented by its sole proprietor, SRI. SIBASIS DAS, son of Sanjib Chandra Das, residing at 28/10, Hare Kristo Sett Lane, Post Office Sinthee, Police Station Sinthee, Kolkata 700050, for development and accordingly executed an Agreement for Development and Power of Attorney for Development dated 10th day of August, 2022, registered before the office of Additional Registrar of Assurances IV, Kolkata, recorded in Book No.I, Volume No.1904-2022, Pages from 825963 to 826006 being No.190412759 for the year 2022. The building plan was sanctioned in the meantime bearing Building Permit B.P. No. -2022100204 dated 18/01/2023, under Ward No.81, Borough X, of the Kolkata Municipal Corporation. However, subsequently the said Agreement was cancelled due to personal reasons on the part of the earlier Developer and by mutual consent of the parties and accordingly executed an Agreement for Cancellation of the Development and Power of Attorney for Development dated 27th day of April,

2023, registered before the office of Additional Registrar of Assurances IV, Kolkata, recorded in Book No.1, Volume No.1904-2023, Pages from 294290 to 294307 being No.19045903 for the year 2023.

- xv. The Land Owner not being bound by any agreement and as such are free to enter into further or other agreement in respect of the project land. Accordingly, the Land Owner being desirous of developing the project land by constructing a multi-storied building consisting of several flats and/or apartments in accordance with and along with the benefit of the Building Plan already sanctioned from the Kolkata Municipal Corporation bearing Building Permit B.P. No. 2022100204 dated 18/01/2023, under Ward No.81, Borough X, of the Kolkata Municipal Corporation, approached the Promoter/Developer herein for construction of multi-storied building consisting of several flats and/or apartments in the said property.
- xvi. The Promoter/Developer being interested to develop the project land having experience in the field of building construction and development work has agreed to the said proposal of the Land Owner to develop and construct a building consisting of several flats and/or apartments and/or spaces in the project land at his own cost and expenses.
- xvii. For the purposes of developing the Project Land, the Land Owner and the Promoter/Developer have entered into a Development Agreements cum Development Power of Attorney dated 23rd May, 2023, registered in the Office of the A.R.A. II Kolkata, in Book No. 1, Volume No. 1902-2023, Pages 212432 to 212475, being Deed No. 190206727 for the year 2023. (“Development Agreements cum Development Power of Attorney”)

1.2. The Sanctioned Building Plan for the Project was obtained from Kolkata Municipal Corporation (K.M.C.) vide B.P.No.- 2022100204 dated 18th January, 2023, for construction of a residential cum commercial project, comprising G+IV multistoried building and the said project shall be known as “**UTOPIA**”.

1.3. The Promoter has registered the Said Project under the provisions of The Real Estate (Regulation And Development) Act, 2016 at Kolkata on _____ under Registration No. _____.

1.4. The Promoter formulated a scheme and announced sale of Apartments parking spaces to prospective purchasers (Allottees).

1.5. The Allottee, intending to be a Transferee, upon full satisfaction of the Land Owners’ title and the Promoter/ Developer’s authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter has allotted the same to the Allottee, who in due course entered into an agreement for sale dated _____ registered in the Office of the _____, in Book No. __, Volume No.

_____, Pages _____ to _____, being Deed No. _____ for the year _____. (“**Said Sale Agreement**”) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

- 1.6. By the Said Sale Agreement, the Land Owners and the Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Said Apartment And Appurtenances at or for the consideration and on the terms and conditions, morefully therein contained.
- 1.7. In pursuance of the aforesaid and by these presents the Said Apartment (along with the rights appurtenant thereto) and the Pro rata share in the Common Area with the right to use such Common Areas, along with other allottees of the Building and/or the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Promoter and the Land Owners to the Allottee.
- 1.8. The Land Owners and the Promoter have since caused to be completed construction of the Said Apartment And Appurtenances in accordance with the Sanctioned Plans and has been issued the Occupancy Certificate for the Project vide No. _____ dated _____ by the Kolkata Municipal Corporation (“Occupancy Certificate”).
- 1.9. The Allottee has from time to time paid the Total Consideration as recorded in Said Sale Agreement for purchasing the Said Apartment And Appurtenances and have fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment And Appurtenances, the Allottee hereby confirms that the Promoter has duly complied with its obligations contained in Said Sale Agreement and is not in default of its obligation therein.
- 1.10. The Promoter has called upon the Allottee to take lawful, vacant, peaceful physical possession of the Apartment And Appurtenances and pursuant thereto the Allottee has taken such possession of the Apartment And Appurtenances to the Allottee’s full satisfaction.
- 1.11. Now at the request of the Allottee, the Land Owners and the Promoter have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- 1.12. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:

- (a) The right, title and interest of the Land Owners to the Project Land and also the Said Apartment And Appurtenances;
- (b) The right of the Promoter in respect of the Project Land
- (c) The Sanctioned Plan sanctioned by the K.M.C. and the Occupancy Certificate;
- (d) The allottee has measured the carpet area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof;
- (e) The specifications of materials used for construction of the Said Apartment And Appurtenances and the Buildings;
- (f) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Said Apartment And Appurtenances and the scheme of user and enjoyment of the Common Areas of the Project;
- (g) The extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in and/or elsewhere in this Conveyance.;

And hereby accepts the same and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

- 1.13. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed as per Section 17 of the said Act of 2016, on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the said Apartment And Appurtenances by the Land Owners, Promoter to and in favour of the Allottee, and the right in respect of the undivided proportionate title in the Common Areas of the Project Land in favour of the Association. The formation of Association of Allottees is under the process of

registration. Even though the Association is under formation, the Allottees has requested for immediate completion of sale of the said Apartment And Appurtenances and accordingly this Deed is being executed.

SECTION III

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

1. CONVEYANCE AND TRANSFER BY SALE

In consideration of the payment of sum of Rs _____/- (Rupees: _____) for the Price of the Apartment (excluding Goods & Service Tax) based on the carpet area and Rs. _____/- (Rupees _____) for car parking space, if any, and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) ("**Total Consideration**") and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Allottee to be observed, performed and paid by the Allottee to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment And Appurtenances being hereby conveyed), the Owners and the Promoter do and each of them doth hereby grant convey sell transfer absolutely and forever unto and in favour of the Allottee ALL THAT the Apartment No. _____, on the _____ floor, having built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less, being more particularly described in Schedule B and the layout of the apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure "B" (**Said Apartment**), in the G + IV building "**UTOPIA**", being constructed on the Project Land, **TOGETHER WITH** ____ (____) car parking space (if any), bearing

no. _____ admeasuring _____ square feet, more or less, in the _____ space described in Schedule B below (**Said Parking Space**), **TOGETHER WITH** Pro rata share in the common areas of the Project, the said common areas of the Project being described in Schedule C below (**Share in Common Areas**), **TOGETHER WITH** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (**Share In The Land**). The subject matter of this Conveyance being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas, and the Share In The Land respectively which are collectively described in Schedule B below (**collectively Said Apartment And Appurtenances**). AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment And Appurtenances AND all the estate right title interest property claim and demand whatsoever of the Land Owners and/or the Promoter into or upon the Said Apartment And Appurtenances AND **TOGETHER WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment And Appurtenances **TO HAVE AND TO HOLD** the Said Apartment And Appurtenances and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment And Appurtenances) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions and outgoings on the Said Apartment And Appurtenances wholly, and the Common Expenses, in connection with the Said Apartment And Appurtenances from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Said Apartment And Appurtenances and proportionately with respect to the Project in relation to the Common Areas.

2. The Allottee shall use and enjoy the said Apartment And Appurtenances in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees and/or of the Land Owners/Promoter.
3. It is expressly clarified herein by the Allottee to the Land Owners and the Promoter that the right, title and interest of the Allottee are confined only to the Said Apartment And Appurtenances and the Land Owners/Promoter is entitled to deal with and dispose off the apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the allottee as aforesaid. The Land Owners/Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.
4. **THE PROMOTER AND THE OWNER DO HEREBY COVENANT WITH THE ALLOTTEES AS FOLLOWS:**
 - a. The Promoter has the requisite rights to carry out development upon the said Premises, and full power and absolute authority to grant, sell, convey, transfer, and assure unto and to the use of the Allottee, the Said Apartment And Appurtenances in the manner mentioned herein.
 - b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
 - c. It shall be lawful for the Allottees, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Allotted Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them AND freed and

cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by them save only those as are expressly mentioned herein.

- d. There are no encumbrances, trusts, liens and attachments whatsoever upon the Project Land or the Project.
- e. There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Said Apartment And Appurtenances.
- f. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Said Apartment And Appurtenances are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.
- g. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Occupancy Certificate has been issued and possession of Said Apartment And Appurtenances or Project, as the case may be, along with Common Areas has been handed over to the association of allottees or the competent authority, as the case may be.
- h. 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 Project Land) has been received by or served upon the Promoter in respect of the Project.
- i. The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Apartment And Appurtenances hereby granted sold conveyed and transferred unto and to the Allottee

herein in the manner aforesaid as shall or may be reasonably required by the Allottee herein.

- j. The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Project Land and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.
- k. The Promoter hereby further covenant that the Allottee shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed, peaceably own, hold and enjoy the Said Apartment And Appurtenances.
- l. The Promoter hereby further covenants with the Allottee that the Promoter has received the Total Consideration and acknowledges the receipt thereof in the Memo of Consideration hereunder.

5. THE LAND OWNERS HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE AS FOLLOWS:

- i. The Land Owners has the absolute, clear and marketable title with respect to the Project Land.
- ii. The Project 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 Project Land.
- iii. The Land Owners has not received any notice from any authority for acquisition, requisition or vesting of the Project Land or any part thereof and declare that the Project

Land is not affected by the scheme of any municipal authority or government or any other statutory body.

- iv. The Land Owners does not hold any excess vacant land under the Urban Land (Ceiling and Regulations) Act, 1976 and any excess land under the West Bengal Land Reforms Act, 1955.
- v. The Land Owners has full authority and power to sell, convey and transfer the Project Land in favour of the association of allottees of the Project.
- vi. No tax, rates, cess, royalty etc. in respect of the Project Land or any part thereof is due to any authority or government.
- vii. No person or persons have any right of pre-emption over and in respect of the Project Land or any part thereof.
- viii. The Land Owners is the sole and absolute owner of the Project Land or any part thereof and the Project Land or any part thereof is free from and against all and/or any encumbrances, demands, claims, charges, liens, mortgages, debts, prohibitions, restrictions, trusts, debutters, uses, rights, attachments, executions, lispendens, requisitions, acquisitions, alignments, defects and liabilities whatsoever and is sufficiently entitled to pass a clear marketable title in respect of the Project Land or part thereof.
- ix. The Land Owners shall hand over to the Association of allottees of the Project all original title deeds, writings, muniments and other evidence of title pertaining to the Project Land in conformity with the provisions of the Act.

6. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Promoter agrees and acknowledges that the Allottees shall have the right to the Said Apartment And Appurtenances as mentioned below.

- i. The Allottees shall have exclusive ownership of the Said Apartment And Appurtenances.
- ii. Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016, the Promoter and the Owners shall convey title in the Common Areas to the Association of the Apartment Acquirers after duly obtaining the occupancy certificate from the competent authority as provided in the Act.
- iii. The Allottees shall use the Common Areas along with other occupants, and persons permitted by the Land Owners and the Promoter and as per the rules made in this respect.

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Land Owners accepts no responsibility in regard to matters specified in this para above. The Allottees shall keep the Promoter and Land Owners fully indemnified and harmless in this regard.

8. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottees has seen the Project and the Said Apartment And Appurtenances and all Common Areas thereat including all specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Allottees has also seen the layout plan, and the sanctioned plans as modified and the Completion Plan and

verified the same with the Said Apartment And Appurtenances and the Project including as regards the area, and specifications thereat and is fully satisfied thereabout.

9. POSSESSION OF THE SAID APARTMENT AND APPURTENANCES:

The Allottee has inspected and is fully satisfied in all respects with the construction of the Said Apartment And Appurtenances and the Common Areas and the Project and confirms that he has no claim of whatsoever nature against the Promoter on any account whatsoever. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment And Appurtenances has been handed over by the Promoter to the Allottee, which the Allottee admits, acknowledges and accepts.

10. HANDOVER OF DOCUMENTS:

The Allottees acknowledges and confirms that the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association upon its formation and taking charge.

11. PAST OUTGOINGS:

The Allottees acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Said Apartment And Appurtenances to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including those mentioned in the Deed), to the satisfaction of the Allottees and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

12. FORMATION OF THE ASSOCIATION :

The Promoter agrees that on receiving occupancy certificate of the Project and within such timeframe as prescribed in the Act, the Promoter shall take necessary steps for

formation of an association of apartment owners of the Project ("Association"). The Allottee shall be liable to comply with the formalities of becoming a member of such Association and also to comply with the Rules and Bye-laws of the Association. The Promoter, in terms of applicable laws shall notify the allottees of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association. For this purpose, the allottees will execute a Power of Attorney in favour of the Promoter and/or its nominee for making of the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereof and in order to enable the Promoter to take up and complete all formalities required for the Allottee to become a member of the said Association.

13. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stand transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

The Maintenance Agency is and shall be responsible to provide and maintain essential services in the Project. On incorporation of the Association the cost of such maintenance shall be payable by the Allottees separately to the Maintenance Agency. Till the taking over of the maintenance of the project by the association of the allottees, the Promoter shall look after and maintain essential services in the Project and for this purpose the Allottee shall pay to the Promoter the cost of such maintenance from the date of execution of this deed or if the allottee fails to take possession, he shall be liable to pay maintenance charges in respect of the Said Apartment And Appurtenances from the date of deemed possession together with the interest.

Within 3 (three) months of the date of formation of the Association the Promoter shall transfer the Common Areas to such Association and the Promoter shall handover the responsibility of maintenance of the Common Areas to the Association and the Association shall take over the control, management and administration of Common

Areas. The Deposits, Sinking Fund/ Maintenance Deposit etc. (if any) paid/deposited by the allottees of the Project (including the Allottee herein) to the Promoter as envisaged in the Said Sale Agreement, shall also be transferred by the Promoter to the said Association after adjustment of all dues of the allottees of the Project (if any).

In case the formation and operationalization of the Association is delayed for no fault on the part of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Said Apartment And Appurtenances.

14. 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 relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the issuance of the occupancy certificate by the concerned authority and the same being occurred due to the acts of the Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee 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 Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or not using the Said Apartment And Appurtenances or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained. Notwithstanding anything herein contained, it is hereby expressly agreed and understood that in case the Allottees, 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 hereinabove in this clause.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Promoter and Association and/or maintenance agency to enter into the Said Apartment And Appurtenances 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.

16. USAGE:

The service areas located within the Project are ear-marked 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 (if any), pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottees 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 for rendering maintenance services.

17. COMPLIANCE WITH RESPECT TO THE SAID APARTMENT AND APPURTENANCES:

- i. The Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment And Appurtenances at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Apartment And Appurtenances, or the staircases, lifts, lift lobby, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment And Appurtenances and keep the Said 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 Building is not in any way damaged or jeopardized.

- ii. The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior or common areas of the Building comprised in the said Project save a letter-box at the place on the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective apartments. The Allottee 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 of Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- iii. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- iv. The Allottees accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.

18. ADDITIONAL CONSTRUCTIONS:

The Allottee admits and acknowledges that at the treaty of sale of the Said Apartment And Appurtenances to the Allottee, the Allottee has been specifically made aware of by the Promoter and the Land Owners that the Promoter and the Land Owners shall be entitled to do all or any of the following acts deeds matters and things as mentioned below and the Allottee shall not question or dispute the same and hereby grants its consent for the same:

- i. That the Promoter shall be entitled to and may construct additional vertical extentions in form of floors/apartments over the roof of the building by consuming unutilized Floor Area Ratio available for the Project as per the plans as be sanctioned by the concerned authority. The Promoter agrees and undertakes that he shall not make any

changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable. The Promoter and the Land Owners shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the layout of the Apartment;

- ii. The allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered to the Allottee because of the same. It is clarified that in case of additional construction on the roofs, the Common Roof Area shall be shifted to the same position on the ultimate roofs along with the lift machine room and the water tank and shall have equivalent area.
- iii. The Promoter shall further be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Building, the Common Portions and/or the Apartments, in the manner provided under this Agreement and the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- iv. For doing so by the Promoter, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Land Owners by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Promoter in that regard and agrees and covenants not to raise any claim or objection in this regard at any time.
- v. The right of the allottee regarding the Undivided Share shall be variable depending on further/additional vertical or other constructions, if any, made by the Promoter from time to time and the allottee hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Allottee.

19. MISCELLANEOUS:

All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Allottee.

The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBRERA or any other local law, as may be applicable.

The Allottee shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Said Apartment And Appurtenances and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, including Common Expenses and Charges payable by the Allottee and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance 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 Allottee.

20. OTHER TERMS AND CONDITIONS:

The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE “A”
(PROJECT LAND)

ALL THAT piece and parcel of bastu land measuring 4 (four) Cottahs 10 (ten) Square Feet more or less, lying and situated under Mouza Tollygunge, Plot No.54, now known as Premises No. 90, Somnath Lahiri Sarani, Post Office New Alipore, Police Station New Alipore, Kolkata 700053, within Ward No. 81 of the Kolkata Municipal Corporation vide Assessee no- 110810401485 and shown in the plan annexed hereto, being Annexure “A”, duly bordered thereon in ‘RED’:

The Premises is butted and bounded as follows:-

ON THE NORTH – 91, Somnath Lahiri Sarani, Kolkata 700053

ON THE SOUTH- 89, Somnath Lahiri Sarani, Kolkata 700053

ON THE EAST - 93, Somnath Lahiri Sarani, Kolkata - 700053

ON THE WEST – K. M. C. Road (Somnath Lahiri Sarani)

SCHEDULE “B”
(SAID APARTMENT AND APPURTENANCES)

(a) The Said Apartment, being No. _____, on the _____ floor, having built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less, in the G + IV building “UTOPIA” The layout of the Apartment is delineated in Green colour on the Plan annexed hereto and marked as Annexure “2”;

(b) The Parking Space, ____ (____) car parking space, bearing no. _____ admeasuring _____ square feet, more or less, in the _____ space,; and

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule E below, as be

attributable and appurtenant to the Apartment/Shop, subject to the terms and conditions of this Agreement;

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment;

SCHEDULE "C"
(SPECIFICATION OF THE FLAT)

1. Building designed on R.C.C. foundation as per Sanctioned Plan from Kolkata Municipal Corporation. . R.C.C. columns and beams in 6:1:1 ratio. The steel rod would be ISI Mark.
2. Brick work made of cement, sand mortar (5 sand + 1 cement) having thickness of 8"/5"/3".
3. All floors will be finished with Floor Tiles/ Marble with 3" skirting. The stairs, landings with marble and passages will have floors made of cast-in-situ mosaic with 4" skirting.
4. The main door of the flat will be wooden frame by shawal wood and wooden pallah made of pine flash door. The inside doors would be of wooden frame with flash door pallah complete with primer coat.
5. Aluminium Sliding windows with grill and glass along with necessary fittings.
6. Plastered walls from inside and outside with inside wall surface furnished with putti. . Outside wall 5" brick and outside work cement plastering. Inside wall would be 5" brick and the interior wall would be finished with Birla putty. Outside walls of the building shall be finished with Snowchem paint/Weathercoat.
7. Floors of the toilet will be marble and walls will be glazed tiles upto 6 feet in height over the marble skirting of the toilet. One commode with flash valve and showers and two taps in the toilet and wash basin in each flat. One pallah door made by PVC will be fixed.
8. Upto ceiling with glazed tiles above cooking table and the top of the cooking table will be made up of granite.
9. Roof of the building shall be finished with roof treatment with parapet wall and appropriate water slope.
10. Lift shall be provided of any reputed company as per decision of Promoter.
11. All electrical fittings shall be of standard material with concealed wiring.
12. The electric points will be installed as follows :-

Standard cable of haveli or finolex company to be provided

- Bed Room - Bed room 3 light point, 1 fan point 2 Plug point and 1 A.C. Point, in each room.
- Living-cum-Dining room - 2 light point, 2 fan point and 2 plug point
- Kitchen - 1 light point, 1 plug point (15 amp), 1 Chimney point, 1 Induction point 2000W, 1 Micro Oven point.
- Toilet 1 light point, 1 exhaust fan point, 1 plug point and 1 geyser point.
- 1 light in Passage & 1 Bell Point
- Two Grill gates one at main entrance of the building and another in the ultimate roof entrance
- Collapsible gates in front of all gates
- Scientifically designed sewerage system shall be provided for better sanitation. Standard quality sanitary fittings of standard size will be provided. Four-layer Syntex tank would be installed at the roof of the proposed building.
- The expenses for installation of personal meter shall be payable by the Allottee.
- AC point shall be provided in bed room only. The allottee shall pay Rs. 5000/- (Rupees Five Thousand Only) for installing any extra AC point.

Apart from the above specifications if the Allottee wish to install or construct certain other things, then such modifications must be informed to the Promoter, and such extra installation or construction shall be done by the Promoter completely at the cost of the Allottee.

SCHEDULE “D”
(COMMON AREAS)

1. ALL THAT undivided proportionate share and/or interest in the Project Land described in Schedule “A” herein above written.
2. The roof of the top floor.
3. Entrance and Exit.
4. Boundary walls and main gate and common passage. Drainage and sewerage lines and other installation for the same (exceptionally those as are installed within the exclusive area of any unit and/or exclusively for its use).

5. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of unit and/or exclusively for its use.)
6. Staircase, Lift & Lift Lobby.
7. Water pumps, water pump rooms. Water reservoir together with all common plumbing installations for carriage of water in terms of the schedule (save only those as are exclusively within and for use and for use of any unit) in the building at the land.
8. The left over area round the four sides of the building constructed or proposed to be constructed in terms of the schedule mentioned.
9. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land of the building as are necessary for passage to and / or user of the units' common by the co-allottees.

SCHEDULE "E"
(COVENANTS)

**THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND
THE PROMOTER AS FOLLOWS:**

The Allottee shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Said Apartment And Appurtenances as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.

- a. The Allottee shall use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.).
- b. The Allottee shall not park any car or two-wheeler in the Project Land if the Allottee has not been allotted any car parking space therein, and to park only in the Said Parking Space, if any, is expressly allotted to the Allottee hereunder, only for the purpose of

parking of his own medium sized car and/or two-wheeler vehicles, as the case may be, even if there be space for more than one in the said Car Parking Space

- c. The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.
- d. The Allottee shall not throw or accumulate any dirt, rubbish, rages or other refuses. They shall have to accumulate the refuses in special receptacles for the common use of the other Allottees.
- e. The Allottee shall not use the roof of the Buildings bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
- f. The Allottee shall indemnify and keep indemnified the Land Owners and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.
- g. The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Said Apartment And Appurtenances and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Allottee or occupier thereof whether in respect of the Said Apartment And Appurtenances or the Project erected thereon in accordance with the provisions of relevant laws.
- h. The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Said Apartment And Appurtenances and the Project to be erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Land Owners and the Promoter saved harmless and indemnified

for all losses claims and demands which the Land Owners and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.

- i. The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Said Apartment And Appurtenances and/or the Project and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Said Apartment And Appurtenances and/or the Project, the Allottee shall be liable to make payments for the same to the concerned authority.
- j. The Allottee shall not use or allow the Said Apartment And Appurtenances for any illegal or immoral purposes or for any noisy or offensive trade or business.
- k. The Allottee shall not amalgamate, sub-divide or partition the Said Apartment And Appurtenances or any part thereof with any other apartment or apartments within the Project.
- l. The Allottee shall keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the building free from obstructions or encroachments and in a clean and orderly manner.
- m. The Allottee shall not bring in or store or allow to be brought in or stored in the Said Apartment And Appurtenances or the Project or the Project Land or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or place any heavy material or other articles likely to injure or damage the Said Apartment And Appurtenances and/or the other structures constructed on the Project Land or in the common passages or staircase of the Building and not do or allow to be done on the building anything that may deteriorate the value of the building or the Said Apartment And Appurtenances or the Project or injure the same in anyway, except in accordance with law.
- n. The Allottee shall pay wholly in respect of the Said Apartment And Appurtenances and proportionately in respect of the Common Areas the Maintenance Charges as mentioned

herein, water works, common electrical installations, DG Sets, parking areas, lobbies, lifts and staircases, AMCs etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control of the Project, and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Said Apartment And Appurtenances and/or relating to this Deed shall be paid by the Allottee without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

- o. So long as each apartment of the building shall not be separately assessed for the taxes, all allottees of the building shall pay to the promoter a proportionate share of the Municipal taxes and other taxes and such proportionate tax shall made by the promoter on the basis of the area acquired by each allottee and the same shall be conclusive final and binding.
- p. Promoter shall be liable to pay all taxes, outgoing, outstanding interest of the Project Land till the date of possession or deemed date of possession, if any arrear and after handing over possession to the Allottee, all arrear shall remitted by Land Owners/Promoter at their own cost. If the concerned authority imposes any sales tax or other taxes for the Said Apartment And Appurtenances, in such case the Allottee shall be bound to pay the same to the authority.
- q. The Allottee shall get the Said Apartment And Appurtenances mutated in his/her name and/or separately assessed by the KMC at their own cost.
- r. The Allottee shall pay all amounts and deposits that are payable by the Allottee under this Deed of Conveyance and/or which are the liability of the Allottee under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.

- s. The Allottee shall pay all future betterment/development charges etc. relating to the Said Apartment And Appurtenances and/or the Common Areas.
- t. The Allottee represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Deed) of the Said Apartment And Appurtenances which is part of the integrated Plan of UTOPIA and has been approved by the KMC, as represented by the Promoter.
- u. The cost of cleaning, lighting and maintenance of staircase and other parts of the building as enjoyed in common by the all allottees and occupiers thereof will be jointly borne by them proportionately.
- v. The salaries of darwans, if any, electricians, sweepers etc. shall be borne proportionately by the all allottees and occupiers of the building.
- w. The cost of maintenance, replacing, repairing, whitewashing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portions of the roof, terraces, landing and structure of the building rain water pipes water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerage drain and equipments in under or upon the building enjoyed or used in common by the all allottees and occupiers of the building shall be borne jointly and proportionately by them.
- x. The Allottee shall not commit or permitted to commit any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building.
- y. The Allottee shall keep their respective apartments and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments of the Building and not to do or cause to be done anything in or around their respective apartments which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective apartments. In particular and without prejudice to the

generality to the foregoing, the allottees shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns ,walls, slabs or RCC, pardi passing through their respective apartments or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- z. The promoter shall provide water lines for supply of water; electrical lines and points etc. and cost of electrical power to the said Apartment shall be borne by the allottee. The Allottee shall install the electric meter at their own cost. The promoter will render assistance for the same.
- aa. Until individual meter is installed, the allottee shall pay the unit consumed by them at an average rate.
- bb. The Allottee has, inter alia, inspected and verified all the documents as also the Plan of the Said Apartment And Appurtenances and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Apartment And Appurtenances and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.
- cc. The Allottee agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.
- dd. The Allottee shall not slaughter or kill any animal in any area (including common areas/ parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- ee. The Allottee shall not misuse or permit to be misused the water supply to the Said Apartment.
- ff. The Allottee shall not be entitled to let out, sell, transfer, assign or part with possession of the said Apartment until all the charges, outgoings, maintenance, dues, payable by the Allottee to the Promoter or Association in respect of the Said Apartment And

Appurtenances are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter or Association.

- gg. The Allottee on receiving No Dues certificate shall have full proprietary rights and interests and shall be entitled to sell, mortgage, let out, lease out, or transfer the Said Apartment And Appurtenances in any manner whatsoever permitted by law provided the purchaser mortgagor / tenants/ leasee shall be bound by the Rules and Regulations laws or bye laws of the Association to be formed by the Promoter/Allottees.
- hh. That in case of any additional work requires to be done by the allottee in their said Apartment, the Promoter will complete the said work and the Allottee will bear the additional cost, provided such work must not cause any construction, modifications, additions, alterations and/or variations regarding in t he sanctioned plan. The Allottee shall be allowed to make addition or alteration in the said Apartment for decoration purpose without damaging the pillars, beams and main structure of the building.
- ii. The Allottee shall not be allowed to make construction or alterations on the Balcony elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the premises. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Said Apartment.
- jj. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, Common Expenses and Charges, municipal/panchayat rates and taxes, or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and Association, upon its formation and its taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
 - claim interest at the rate of the State Bank of India plus two percent per annum on all outstanding amounts.;

- demand and directly realize the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment and Appurtenances;
- In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Apartment and Appurtenances continuing for more than 2 (two) months, then the Promoter and/or the Association, upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within 1 (one) month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter and the Association, as the case may be, then the Promoter and/or the Association, as the case may be, shall be entitled to invoke their rights in terms of the provisions of these presents and the Allottee shall in addition be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association; and
- withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.

kk. The Allottee shall have the right of obtaining telephone connections to the said Apartment as well as the right of fixing television antenna, AC Outlet and/or radio areal in a designated place of the said building and for this purpose the allottee shall have the right of digging, inserting and or fixing plug and supporting clamps in the required portion of the said building provided always that the Allottee shall forthwith mend good such dug up holes and excavations at their own cost and expenses.

ll. The Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Building (2) if the area of the Building is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottees shall

not question any variation (including diminution) therein (3) the Allottees shall not demand any refund of the Total Consideration paid by the Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

SCHEDULE “F”
(COMMON EXPENSES)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Building and the road network, etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Apartment) walls of the Building] and the road network, etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including lift, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Project save those separately assessed on the Allottee.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

MS. REBA DUTTA

Represented by her Constituted Attorney

M/S. MAA BHABATARINI

Represented through its Proprietor

MR. ALOKE SEN

[LAND OWNERS]

M/S. MAA BHABATARINI

Represented through its Proprietor

MR. ALOKE SEN

[PROMOTER/DEVELOPER]

[ALLOTTEE/BUYER]

Drafted By,

Witnesses:

Signature_____

Name _____

Father's Name _____

Address _____

Signature_____

Name _____

Father's Name _____

Address _____

RECEIPT AND MEMO OF TOTAL CONSIDERATION:

RECEIVED by the Promoter from the within named Allottee the within mentioned sum of Rs _____/- (Rupees: _____) for the Price of the Apartment (excluding Goods & Service Tax) based on the carpet area and Rs. _____/- (Rupees _____) for car parking space, if any, and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) being the Total Consideration in full payable under these presents by Cheques/Pay Order/Cash/Transfer and other instruments as per Memo written herein below for the Said Apartment And Appurtenances described in **Schedule “B”** above:

Sl. No.	By or out of Cash/Demand Draft/Cheque/RTGS/ NEFT	Date	Bank Name	Amount (in Rs.)
1				
2				
3				
4				
Total:				Rs.

M/S. MAA BHABATARINI

Represented through its Proprietor

MR. ALOKE SEN

[PROMOTER/DEVELOPER]

Witnesses:

Signature _____ Signature _____

Name : _____ Name : _____