

THIS DEED OF CONVEYANCE made this the _____ day of _____ Two Thousand Twenty-Four (2024)

BY AND BETWEEN

M/S. LIFE LINE VYAPAAR PRIVATE LIMITED (PAN) a company duly registered under the Companies Act, 1956, having its registered office at 14, Temple Street, Police Station – Bowbazar, Post Office – Calcutta G.P.O., Kolkata – 700072, represented by its Director Mr. Rajiv Kumar Jain (DIN NO.) (PAN NO.) (AADHAR NO.) son of Late Mr. Ajay Kumar Jain, by nationality – Indian, by occupation – business, residing at, Police Station -, Post Office -, Kolkata -, hereinafter referred to as the OWNER/PROMOTER (which expression unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors-in-interest and permitted assigns of the FIRST PART.

AND

MR./MRS. (PAN) (AADHAR) son /wife of, by nationality – Indian, by occupation – Service, residing at, Police Station -, Post Office -, Kolkata -, hereinafter referred to as the PURCHASER/ALLOTTEE (which expression unless repugnant to the context or meaning thereof be deemed to mean and include his/her executors, administrators, successors-in-interest and permitted assigns) of the SECOND PART.

The Owner/Promoter and the Purchaser/Allottee shall hereafter collectively be referred to as the “Parties” and individually as a “Party”.

W H E R E A S :-

- A) The Owner/Promoter herein is the Owner of Municipal No. 39, Sultan Alam Road, Police Station Charu Market, Kolkata-700039, Ward No. 89 within the limits of Kolkata Municipal Corporation more fully and particularly mentioned in **First Schedule**, hereinafter referred to as the **Said Premises** and the chain of title, ownership details of the Said Premises morefully and particularly mentioned in **Second Schedule** appearing in this Deed.
- B) The Promoter has registered the project with the Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 vide Registration No. morefully and particularly mentioned in **Third Schedule** appearing in this Deed.
- C) By a registered Agreement dated registered with in Book No., Volume No., Pages to, Being No., for the year, the Allottee has agreed to purchase All That the Apartment described under **Fourth Schedule** below in lieu of the total consideration as set out under **Fifth Schedule** hereunder written.

- D) The Plan for development of a Residential Project sanctioned by the Kolkata Municipal Corporation being Building Permit No 312 dated 26/03/2010 and the same being revised subsequently, based on the said Sanction Plan and revised Sanction Plan, the Promoter has completed construction of the said newly constructed Residential Building ***“Elite Residency”*** comprising of one Ground + Four Storied building having self contained residential Apartments/Units, car parking spaces and other constructed areas and the Kolkata Municipal Corporation Authority has duly granted a Completion Certificate in respect of the Project being No. dated
- E) The Allottee has in terms of his/her Agreement for Sale has made full payment of the consideration and has called upon the Promoter to execute and register the Conveyance in respect of the said Apartment as mentioned in the Fourth Schedule.
- F) The Allottee has taken complete inspection of the said Apartment and the said new building wherein the same is situated and the Allottee is fully satisfied with the layout, location, workmanship, measurement and the amenities provided and has no manner of grievance whatsoever.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of payment for a total amount, more fully described in **Fifth Schedule** and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these present, the Promoter do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, if allotted, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Fourth Schedule** together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Owner doth hereby release, relinquish and disclaim all its respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Promoter, the Allottee shall have every right to sell, gift, lease and transfer the same.

1.2 Right to use the common areas of the said Building more fully described in **Sixth Schedule** (Share of Common Area), are all comprised

in and/or being part or portions of the said Premises and/or the said Building, including the common facilities and amenities provided thereat (if any).

1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Seventh Schedule** and further subject to conditions more fully described in **Eighth Schedule**, which shall be covenants running with the said Unit.

2. Covenants of the Allottee:

2.1 The Allottee subject to compliance of all the terms and conditions of this deed and further, observing and performing the covenants, more fully described in **Eighth Schedule**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.

2.2 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

2.3 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 3.3, hereafter, shall not raise any claim of whatsoever nature, against the Promoter.

3. Covenants and Rights of the Promoter

3.1 The Promoter confirms that the title of the Premises is marketable and free from all encumbrances and the Promoter has good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in **Fourth Schedule**.

3.2 That at the costs and requests of Allottee, the Promoter shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and/or provide all original title documents/papers, unless prevented by fire or irresistible force.

3.3 The Promoter shall rectify all reasonably construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the KMC.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the Allottee or his/

her/their/its nominee/agents, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generator, lift, fittings and fixtures, will be as provided by the respective manufactures on their standard terms. Provided that where the manufacture warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Building and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contract so as it be sustainable and in proper working condition to continue warranty in both the Apartment and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the said Building excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be

necessary to appoint an expert/ surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Building, at such consideration or in such manner as thought deemed fit and proper.

3.5 The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Building and/or to the said premises.

3.6 The Promoter shall transfer the common areas of the project to the Association of the Alottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

4. Possession:

Simultaneously upon execution of this deed of sale, the Promoter has handed over possession of the said Apartment as per the plan annexed hereto along with the car parking space, if allotted, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment against the Promoter.

FIRST SCHEDULE

(Said Premises)

ALL THAT piece and parcel of land measuring an area of 13 Cottahs 8 Chittacks and 20 Square Feet be the same a little more or less, together with structure standing thereon being Municipal Premises No. 39, Sultan Alam Road, Police Station- Charu Market, Kolkata- 700033, District 24-Parganas, Ward No. 89 within the limits of the Kolkata Municipal Corporation together with the messuages, tenements, hereditaments, premises and other thereof being butted and bounded in the following manner:

On the North : By partly premises No. 42/1 and 42/2, Sultan Alam Road.

- On the East : By 18 feet wide Kolkata Municipal Corporation Road and partly by 38/P and 38A/1, Sultan Alam Road.
- On the South : By Premises No. 48/36, Swiss Park.
- On the West : By partly Premises No. 48/36A, Swiss Park and partly by Nutipara Basti at Sultan Alam Road.

SECOND SCHEDULE

(Devolution of Title)

WHEREAS:

1. One Miss Rajita Roy Chowdhury residing at 192/1, Rash Behari Avenue, P.S Gariahat, Kolkata-700021 sold, transferred and conveyed to M/S. Life Line Vyapaar Private Limited a company duly registered under the Companies Act, 1956, having its Registered Office at 14, Temple Street, Police Station– Bowbazar, Kolkata– 700072, the Promoter herein all that the piece and parcel of land situated at 39, Sultan Alam Road, P.S Charu Market, Kolkata-700033, measuring 7 Cottahs 8 Chittaks more or less by virtue of a Deed of Sale dated 2nd July 2007 being Deed No 02348 for the year 2008 duly registered with the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 154, Pages 22 to 40 and land measuring 6 Cottahs 20 Sqft more or less by virtue of a Deed of Sale dated 28th July 2008 being Deed

No 03022 for the year 2008 duly registered with the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 200, Pages 15 to 35.

2. Thus the Promoter herein by way of the abovementioned purchase become the sole and absolute Owner of all that piece and parcel of land measuring 13 Cottahs 8 Chittaks and 20 Sqft more or less situated at 39, Sultan Alam Road, P.S. Charu Market, Kolkata-700033. Subsequent to the aforesaid purchase, the Promoter herein got its name mutated in the records of the Kolkata Municipal Corporation under Assessee No. 210891900521, Ward No 89.

THIRD SCHEDULE

(The Said Building)

All that the newly constructed Residential Building **Elite Residency**, consisting of a Ground + 4 storied having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 39, Sultan Alam Road, Police Station- Charu Market, Kolkata-700033.

FOURTH SCHEDULE

(The Said Unit/Apartment)

All that the Residential Apartment being No. _____, on the _____ Floor, measuring _____ Carpet Area Sq. Ft. more or less and _____ Sq. Ft. Built-up Area more or less and _____ Sq. Ft. Super Built-up Area more or less, with facility to park _____ medium size road worthy passenger car, measuring _____ Sq. Ft. more or less in the allotted _____ car parking space, together with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in Sixth Schedule in 'Elite Residency' at Premises No. 39, Sultan Alam Road, Police Station- Charu Market, Kolkata- 700033.

FIFTH SCHEDULE

(Consideration)

Price for the said Unit as described

In Fourth Schedule above

Rs. XX,XXXX/-

Total Rs. Xx,xxxx/-

(Rupees _____) only.

SIXTH SCHEDULE

(Common Areas, Amenities & Facilities)

1. Driveway
2. Security Room
3. Entrance lobby
4. Staircases and such other common areas earmarked for
Common use
5. Electrical Meter rooms
6. Overhead Water Tank
7. Underground Water Reservoir
8. Staircase Overhead
9. Lift Machine Room
10. Lift
11. Electrical installations
12. DG Generator sets and control panels for optimum Power
Backup for common area as well as power back up in flats
(subject to a maximum of 1 KVA per flat).
13. Intercom
14. Ultimate Roof of the Building
15. Distribution pipes all around the project
16. Drainage & sewage lines
17. Surveillance facility with CCTV facility on ground floor common
areas.
18. Said premises.

SEVENTH SCHEDULE
(Easement & Restrictions)

All Apartment owners/occupants of the said Building including the Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portions.
2. The right of passage of wires, cables and other equipments and of utilities including connections of Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of Eighth Schedule.

5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Allottees/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

EIGHTH SCHEDULE

(Allottee's Covenants)

Part I

(Specific Covenants)

1. The Allottee shall not:

- 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the said Building and/or the said Premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Building, save and

except the said Unit and in the area of common enjoyment as mentioned herein before in Sixth Schedule.

- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alterations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association/Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.

- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition/alteration for the same.
- 1.11 Let out or part with possession of the allotted Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking spaces will be used only for the parking of cars.
- 1.12 Slaughter or permit to be slaughtered any animal and/or bind nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said building.
- 1.13 Park car/two wheeler or any car on the pathway or open spaces of the said Building, or at any other space, save and except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Building.
- 1.14 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall

not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Apartment.

- 1.15 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/occupiers.
- 1.16 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the said Building or other parts of the said Premises.
- 1.17 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.18 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.19 Alter any portion, elevation or the color scheme of the said Building, the said Premises and/or the Common Areas/Portions.
- 1.20 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company/ Association/ Body mentioned in Part – II of this Schedule.

1.21 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.

1.22 Restrict any of the other owners/occupiers of the said building for the full and unrestricted enjoyment of the Easements described in Seventh Schedule.

2. The Allottee shall:

2.1 Co-operate in the management and maintenance of the said Building.

- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities (if any) provided in the said Building.
- 2.3 Use the said Apartment/unit for residential purpose only.
- 2.4 Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, if any.
- 2.5 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the said Building and the said Premises within 7 (seven) days of being called upon to do so.
- 2.6 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.7 Keep the said Apartment and every part thereof, all the fixtures and fittings therein properly painted, good repairs, neat and clean conditions and in a decent manner.

- 2.8 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas/passages etc for ingress, egress and for the purpose of which it is meant.
- 2.9 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.10 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to said Building or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment/Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.11 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the said Building, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.

- 2.12 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Promoters and/or those that by the Association upon its formation.

PART-II

(Maintenance of the said Building)

1. The Promoter has constructed a Residential Building called 'Elite Residency' as more fully mentioned in Third Schedule.
2. Upon formation of the Association or Body of the allottees/ owners of the said Building, all rights and obligations with regard to the Maintenance and Management of 'Elite Residency' shall be transferred by the Promoter to such Association/Body. Thereafter the said Association shall be responsible for Maintenance and Management of 'Elite Residency' and comply with all statutory compliances and/or renewal of all applicable Licenses, NOCs etc including and the Promoter shall not be held responsible for non-compliance, if any on part of the said Association in this regard. The said Association shall further be responsible to extend all necessary co-operations to the Promoter in the matter of change of name in respect of all NOCs, Permissions and Licenses etc (if any) of the project in the name of the said Association from the Name of the Promoter.

3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Building at the behest of the Promoter for the maintenance and management of the Common Portions more fully described in Sixth Schedule.
4. The Promoter shall assist the Allottee in all respects in formation of the Association/Body.
5. The Allottee shall co-operate with the Promoter in all respect for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.
6. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
7. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
8. No Allottee shall have the right to form a parallel, independent Association/Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/

Body to be formed by the majority of Apartment owners of the said Building.

PART-III

(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the allottee. The Association/Body to be formed by the Apartment Owners shall manage/maintain the premises, the said building and the Common Areas/Portions.
2. The Promoter shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. All deposits, payments for common purposes, taxes and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
4. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.

5. Upon taking over the maintenance and management of the project by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoings shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
6. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (outgoings) for the said building.
7. If Promoter or the said Association/Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
8. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

PART-IV

(Common Expenses)

1. **Maintenance** : All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff** : The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association/Body including its formation, establishment, working capital, administrative and miscellaneous expenses.

6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the said Building.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The Allottee shall regularly and punctually make payment of the Maintenance Charges, as per clause 2.1 above, under the Eighth Schedule, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i. To discontinue the supply of electricity to the “Said Unit”.
- ii. To disconnect the water supply
- iii. To allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
- iv. To discontinue the facility of DG Power back-up
- v. To discontinue the usage of all amenities and facilities provided in the said project ‘Elite Residency’ to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then by the Promoter/ Association to realize the due amount from the Allottee.

PART-V

(Apportionment of Municipal Rates & Taxes & Other Impositions)

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee shall authorize/ empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.

2. Upon or after the apportionment of taxes by the KMC, the Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount off the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Allottee of Municipal Tax/Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Building.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

IN WITNESS WHEREOF the Parties have executed this Deed of Conveyance the day, month and year first above written.

EXECUTED AND DELIVERED
by the PROMOTER at Kolkata in
the presence of :-

EXECUTED AND DELIVERED
by the ALLOTTEE at Kolkata in
the presence of :-

Advocate by :-

Advocate

MEMO OF CONSIDERATION

R E C E I V E D the above mentioned sum of Rs._____-/- (Rupees _____) only by the Promoter from the Allottee as full consideration and/or price for sale of the said Apartment/Unit in the manner as follows:

<u>Cheque Nos.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
		<u>Total</u>	

(Rupees _____) only.