

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** ("Deed") is made on this [•] day of [•], 20[•] at Kolkata

BY AND BETWEEN

WEST BENGAL HOUSING BOARD, (PAN: AAAJW0019K), a Statutory Body Corporate constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972), having its office at 105, S. N. Banerjee Road, District: Kolkata, Post Office: Taltola, Police Station: Taltola, Kolkata-700014, West Bengal, India, (duly represented herein by its Constituted Attorney vide Power of Attorney dated [•]) **BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, a Joint Sector Company, incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), District: 24 Parganas(South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, ("**BAHDL**") represented by its Mr. [•], (PAN: [•]), (Aadhaar No. [•]), son of [•], residing at [•] and duly authorized vide Board Resolution dated [•], hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **FIRST PART**:

AND

S.E. BUILDERS & REALTORS LIMITED, (CIN No.U70109WB2011PLC171075), (PAN: AAQCS8412H), a company incorporated under the provisions of the Companies Act, 1956 and an existing Company under the Companies Act, 2013, having its Registered Office at "Vishwakama", 86C, Topsia Road (South), District: 24 Parganas(South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, represented by its Mr. [•], (PAN: [•]), (Aadhaar No. [•]), son of Mr. [•], residing at [•] and duly authorized vide Board Resolution dated [•], hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **SECOND PART**:

AND

[If the Purchaser is a company]

[•], (CIN no.[•])(PAN[•]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [•], represented by its authorized signatory Mr. [•], (PAN [•]), (Aadhaar No. [•]), son of [•], residing at [•],duly authorized vide board resolution [•] hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)of the **THIRD PART**

[OR]

[If the Purchaser is a Partnership]

Rohit Singh

[•], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [•], (PAN [•]), represented by its authorized partner [•], (Aadhaar No [•], son of [•], residing at [•],) duly authorized vide [•] hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is an Individual]

Mr./Ms. [•] (Aadhaar No [•]) son/ daughter of [•], aged about [•] years, residing at [•], hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is a HUF]

Mr. [•] (Aadhaar No [•]) aged about [•], son of [•], residing at [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•]HUF, having its place of business / residence at [•] (PAN: [•]) hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [•] HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**

(Please insert details of other Purchasers in case of more than one Purchaser)

The Owner, Promoter and the Purchaser shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

- A. The Owner presently is the sole and absolute owner of and is well and sufficiently entitled to land admeasuring 20.184 acres (equivalent to 81681.82 square meters) comprised in RS Dag/Plot Nos. 135(P), 136(P), 137(F), 126/165(P), 124/167(P), 127/169(P), 128/170(F) and 129/171(P) under RS Khatian No. 147, 148, 156/164 and 165/157 within Mouza: Barakhola, J.L. No. 21, Police Station: Purba Jadavpur (formerly Tollygunge), Sub-Registry Office: ADSR Sealdah, in the District of South 24 Parganas situate lying at and being the Premises No. 405, Barakhola, Mukundapur, Kolkata - 700099 within Ward No. 109 of the Kolkata Municipal Corporation ("**Larger Land**").



- B. The Owner had purchased the Larger Land by virtue of 5 separate sale deeds, all dated 19 August 2008 and all registered with the Additional District Sub-Registrar, Sealdah, for the year 2008 in:
- (i) Book No. I, CD Volume No.43, Page from 230 to 237, being Deed No.833 executed by Sohanlal Manpuria s/o Late Bajrang Lal Manpuria in favour of West Bengal Housing Board;
 - (ii) Book No. I, CD Volume No.43, Page from 238 to 247, being Deed No.834, executed by Narendra Manpuria, s/o Sri Sohanlal Manpuria in favour of West Bengal Housing Board;
 - (iii) Book No. I, CD Volume No.43, Page from 248 to 259, being Deed No.835 executed by Rita Adhikari, w/o Sri Samarjit Adhikari in favour of West Bengal Housing Board;
 - (iv) Book No. I, CD Volume No.43, Page from 260 to 272, being Deed No.836, executed by Ashish Ghosh, s/o Late Indu Bhusan Ghosh in favour of West Bengal Housing Board;
 - (v) Book No. I, CD Volume No.43, Page from 273 to 284, being Deed No.837 executed by Mr. Debashis Ghosh, s/o. Late Indu Bhusan Ghosh in favour of West Bengal Housing Board;
- C. The Owner had entered into a development agreement dated 31 December 2009 ("**Development Agreement**", which expression shall include all subsequent amendments, extensions and revisions thereof) with BAHDL for construction and development of the Larger Land for housing and allied purposes for the consideration and subject to the terms and conditions contained therein. The Owner had, pursuant to the terms of the Development Agreement, also executed a power of attorney on 31 December 2009 ("**POA**", which expression shall include all subsequent amendments, extensions and revisions thereof) appointing BAHDL as its true and lawful attorney.
- D. By an Agreement dated 30 January 2012 BAHDL transferred and assigned its rights and obligations under the Development Agreement in relation to the development of the Larger Land to the Promoter herein for the consideration and subject to the terms and conditions contained therein.
- E. In pursuance of the terms of the Development Agreement, the Promoter has undertaken the development and construction of a multi-zonal complex on the Larger Land under the name and style "**UTALIKA-THE CONDOVILLE**" ("**Utalika**") in multiple phases and comprising 3 (three) distinctly earmarked zones as under:
- (i) **Efficiency Comfort Zone:** The Promoter has already completed the development of a residential complex having 1 (one) multi-storied residential tower comprising both lower-income group (LIG) and middle-



income Group (**MIG**) apartments along with common areas, parts, portions, utilities, amenities and installations ("**Efficiency Comfort Zone**") dedicated to and intended for the exclusive use in common by the allottees of such Efficiency Comfort Zone on a clearly demarcated land area admeasuring 1.937 acres ("**Efficiency Comfort Zone Land**" as depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **GREEN** colour), as a separate real estate project.

- (ii) **Project**: A clearly demarcated land area admeasuring 0.879 acres out of the Larger Land ("**Project Land**" more fully and particularly described under **Schedule "A"** hereunder and depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **BLUE** colour and depicted in a separate map/plan of the Project Land annexed herewith and marked as **Annexure "II"** and bordered thereon in **RED** colour), has been identified by the Promoter for the purpose development of a multi-storeyed tower having constructed spaces meant partly for residential ("**MIG Block**"), partly for commercial ("**Retail Block**") and partly for semi-commercial ("**Office Block**") use along with necessary common areas, parts, portions, facilities, utilities, amenities and installations meant for access and use by one or more such Blocks ("**Project**") as a real estate project.

For the sake of consistency in project documentation in respect of Utalika, it is hereby clarified that the "**Project**" has been referred to and identified as the "**Future Development Zone**" and the "**Project Land**" has been referred to and identified as the "**Future Development Zone Land**" in the agreements and the deeds made, entered into, executed and registered in relation to the sale of units comprised in the Efficiency Comfort Zone and the Luxury Zone.

- (iii) **Luxury Zone**: A clearly demarcated land area admeasuring 15.615 acres out of the Larger Land ("**Complex Land**", more fully and particularly described under Part I of **Schedule "A"** hereunder and depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **RED** colour), is identified by the Promoter for the purpose of developing a luxury zone ("**Complex/Luxury Zone**") comprising 5 (five) separate multi-storied tower(s) (collectively "**Towers**" and singularly, a "**Tower**"). Pursuant to the same, the Developer has completed the development and construction of 5 (five) Towers namely, Tower A ('Prathama'), Tower B ('Chaturthi'), Tower C ('Utalika Luxury Phase- 5'), Tower D ('Tritiya') and Tower E ('Dwitiya'), all comprising high-end luxury apartments. Additionally, Tower C/Utalika Luxury Phase- 5 also comprises of a high-end luxury club with a hospitality section.

- F. In pursuance of the Development Agreements, the Owner through the Promoter got sanctioned a single integrated building plan, proposing development and construction of a building complex comprising of residential buildings and allied facilities on the area of Larger Land, bearing Building Permit No. 2014120101 dated 13 June 2014, which plan was re-validated and extended till 12th June 2024 ("**Master**

Plan", which expression shall include all subsequent revisions, amendments, extensions thereof) by the Kolkata Municipal Corporation ("**KMC**").

- G. The Promoter is developing Tower 'C'/ Utalika Luxury Phase- 5 which is an adjacent building to the Project. A part of the said Tower 'C'/ Utalika Luxury Phase- 5 comprises high end luxury residential apartments of various shapes and sizes for high income group allottees ("**HIG Block**") and partly contains a high-end luxury club with a hospitality section which shall be exclusively retained and owned by the Promoter for its own business purposes and enjoyment ("**Promoter's Club**").
- H. The Promoter had obtained a composite sanctioned building plan as a part of the Master Plan for the development of both the Tower 'C' and the Project. The said composite sanctioned plan permitted the construction and development of two adjacent multi-storeyed towers situated on the land demarcated for Tower C out of the Luxury Zone Land ("**Tower C Land**") and the Project Land respectively, which comprises of: (i) Tower 'C'/Utalika Luxury Phase -5 having basement, ground plus 33 (thirty three) upper storeys; and (ii) the Project having ground plus 33 (thirty three) upper storeys. The said composite sanctioned plan also provided for (i) the two multi-storeyed buildings being connected with each other at the Ground Floor ('P1'), the First Floor ('P2'), the Second Floor ('P3'), the Third Floor ('P4') and the Fourth Floor ('P5'); and (ii) the Basement (B) of the Tower 'C'/Utalika Luxury Phase -5 housing common utilities, service areas, installations and amenities including water treatment plant, fire pumps and sewage treatment plant, meant for serving both the Project and Tower 'C'/Utalika Luxury Phase -5. The said Basement of Tower 'C' along with the Ground Floors ('P1'), First Floors ('P2'), Second Floors ('P3'), Third Floors ('P4') and the Fourth Floors ('P5') of the two multi-storeyed buildings are hereinafter collectively referred to and identified as the "**Connected Floors**".
- I. The Promoter has developed the Project, as a ground plus 33 (thirty three) storeyed building comprising of the following:
- (i) **Retail Block**: The Retail Block comprises of 3 (three) retail units located on the demarcated portion of the Ground Floor (P1) of the Connected Floors (hereinafter referred to as the "**Retail Block**");
 - (ii) **Office Block**: The Office Block comprises of office units of various shapes and sizes located on the demarcated portions of the 5th (fifth) floor to the 10th (tenth) floor **together with** covered car parking slots on the 3rd floor (P4) of the Connected Floors **along with** necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use of the allottees/owners/lawful occupants of the Office Block located on the demarcated portions of the Ground Floor (P1) and on the demarcated portions from the 5th (fifth) floor upto the 10th (tenth) floor ("**Office Block Limited Common Areas**" more fully and particularly described in Part "I" of Schedule "C" and depicted in the drawings/plans of the various parts of the Project and collectively marked as Annexure "V" and coloured thereon in RED colour) (hereinafter collectively referred to as the "**Office Block**");

- (iii) **MIG Block:** The MIG Block comprises of residential apartments of various shapes and sizes located on 11th (eleventh) floor to the 33rd (thirty-third) floor of the Project *together with* covered car parking slots located on the 4th floor (P5) of the Connected Floors *along with* necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use of the allottees/owners/lawful occupants of the MIG Block located on the demarcated portions of the Basement, Ground Floor (P1), 1st floor (P2), 2nd floor (P3), and 3rd floor (P4) of the Connected Floors and demarcated portions of the 5th (fifth) floor, 11th (eleventh) floor to 33rd (thirty third) floor ("**MIG Block Limited Common Areas**" more fully and particularly described in Part "II" of Schedule "C" and depicted in the drawings/plans of the various parts of the Project and collectively marked as Annexure "VI" and coloured thereon in RED colour) (hereinafter collectively referred to as the "**MIG Block**");
- (iv) **Project Common Areas:** The Project Common Areas include the Project Land and necessary common areas, parts, portions, utilities, amenities and installations in the Basement (B) and Ground Floor (P1) of the Connected Floors dedicated to and intended for the for exclusive use and enjoyment of the allottees/owners/lawful occupants of the Retail Block, the Office Block and the MIG Block of the Project ("**Project Common Areas**" more fully and particularly described in Part "III" of Schedule "C");
- (v) **Tower C & Project Shared Common Areas:** The Project is a separate real estate project, save and except certain designated areas to be utilised for integration of the infrastructural facilities, utilities, amenities, installations, between the Project and Tower 'C'/ Utalika Luxury Phase- 5, the access and use of which are meant to be shared by the allottees of the Project in common with the allottees/owners/lawful occupants of Tower 'C'/Utalika Luxury – Phase 5 which includes the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees of the HIG Block (more fully and particularly described in Part "IV" of Schedule "C" and depicted in the drawings/plans of the various parts of the Tower 'C'/Utalika Luxury Phase - 5 and the Project, annexed hereto and collectively marked as Annexure "VIII" and coloured thereon in RED colour and hereinafter collectively referred to and identified as the "**Tower 'C' & Project Shared Common Areas**").

Save and except as mentioned hereinabove certain demarcated portions of the 5th (fifth) floor and 6th (sixth) floor shall be retained by the Promoter for allotment to and/or exclusive use of the allottees/owners/lawful occupants of Tower 'C'/ Utalika Luxury Phase- 5 which include the allottees/owners/lawful occupants of the HIG Block and the lawful occupants/visitors of the Promoter's Club (as depicted in the drawing(s)/plan(s) of the concerned floors of the building comprising the Project annexed hereto and marked as Annexure "VII" and coloured thereon in RED colour).



J. Accordingly, the allottees of the Project shall be entitled to the right to use and enjoy the Common Areas in the Project in the following manner:

- (i) **Office Block:** The allottees of the Office Block shall be entitled to the perpetual, irrevocable, exclusive right to use and enjoy the Office Block Limited Common Areas;
- (ii) **MIG Block:** The allottees of the MIG Block shall be entitled to the perpetual, irrevocable, exclusive right to use and enjoy the MIG Block Limited Common Areas;
- (iii) All the allottees of the Project shall be entitled to the perpetual, irrevocable, non-exclusive right to use and enjoy the Project Common Areas in common with the allottees/owners/lawful occupants of the Retail Block, the Office Block and the MIG Block of the Project;
- (iv) All the allottees of the Project shall be entitled to the perpetual, irrevocable, non-exclusive right to use and enjoy the Tower 'C' & Project Shared Common Areas in common with the allottees/owners/lawful occupants of Tower 'C'/Utalika Luxury – Phase 5 which includes the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees of the MIG Block;

For the sake of clarity, the Office Block Limited Common Areas, the MIG Block Limited Common Areas, the Project Common Areas and the Tower 'C' & Project Shared Common Areas have been collectively referred to as the "**Common Areas**" wherever the context so requires in this Agreement.

- K. The Master Plan was revised vide Building Permit No. 2023120166 dated 28 June 2023 and subsequently regularised under Rule 26 of Kolkata Municipal Building Rules, 2009 approved by D.G.(Bldg) on 15 December 2023 and is valid upto 27 June 2028. It is therefore, clarified that the final layout plans, building plans, specifications and approvals in respect of the Project are not a separate building plan but part of the Master Plan sanctioned by the KMC ("**Project Plan**").
- L. The Promoter had registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") at Kolkata on [•] under Registration No. [•] by the West Bengal Real Estate Regulatory Authority ("**WBRERA**").
- M. The Allottee has applied for an apartment/retail unit/office unit in the Project vide **Application No. [•] dated [•]** and has been allotted **ALL THAT** Apartment/Retail Unit No./Office Unit No. [•], having carpet area of [•] Sq. mts. ([•]Sq. ft), Along With an exclusive Balcony Area of [•] Sq. mts. ([•] Sq.ft.) [and an exclusive Open Terrace Area of] [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment/Retail Unit/Office Unit (corresponding to a built up area of [•] sq. mts. ([•]) sq. ft. and corresponding to super built-up area of [•] Sq. mts. ([•] Sq.ft.)), located on the [•] Floor in the Project named "[•]" of **UTALIKA–THE CONDOVILLE** (hereinafter collectively referred to and identified as the "**APARTMENT/RETAIL UNIT/OFFICE**").

UNIT" which is more fully described in **Schedule-"B"** hereto) **Together With** [•] no. covered car parking space(s) (measuring [•] Sq. mts. (135 Sq.ft.) ("**Parking Space(s)**") **Together With** the undivided proportionate share in the Project Common Areas **Together With** the perpetual irrevocable right to use the MIG Block Limited Common Areas/ Office Block Limited Common Areas (as applicable) **Together With** the perpetual irrevocable right to use the Tower 'C' & Project Shared Common Areas in common with the allottees/owners/lawful occupants of Tower 'C'/Utalika Luxury – Phase 5 which includes the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/owners/lawful occupants of the HIG Block. The Apartment/Retail Unit/Office Unit and the exclusive [open terrace and/or exclusive balcony] appurtenant to the carpet area of the Apartment/Retail Unit/Office Unit is/are delineated in **RED** border on map/plan of the [•] floor of the Project annexed hereto and marked as **Annexure-"III"**.

- N. By a provisional allotment letter dated [•] ("**Allotment Letter**") the Promoter had allotted the Apartment/Retail Unit/Office Unit together with the Parking Space(s) and the Purchaser agreed to accept such allotment for a total consideration of [•] ("**Total Price**") subject to the terms and conditions mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- O. Thereafter, by and under an Agreement for Sale dated [•] and registered in the office of [•] in Book No. 1, Volume No. [•], at Pages [•] to [•] as Deed No. [•] for the year [•] ("**Agreement**"), the Promoter agreed to sell to the Purchaser and the Purchaser agreed to purchase **ALL THAT** Apartment/Retail Unit No./Office Unit No. [•], having carpet area of [•] Sq. mts. ([•] Sq. ft), Along With an exclusive Balcony Area of [•] Sq. mts. ([•] Sq.ft.) [and an exclusive Open Terrace Area of] [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment/Retail Unit/Office Unit (corresponding to a built up area of [•] sq. mts. ([•]) sq. ft. and corresponding to super built-up area of [•] Sq. mts. ([•] Sq.ft.), located on the [•] Floor in the Project named "[•]" of **UTALIKA-THE CONDOVILLE** (hereinafter collectively referred to and identified as the "**APARTMENT/RETAIL UNIT/OFFICE UNIT**" (which is more fully described in **Schedule-"B"** hereunder written and delineated in **RED** border on map/plan of the [•] floor of the Project annexed hereto and marked as **Annexure-"III"** annexed hereto) **Together With** [•] no. covered car parking space(s) (measuring [•] Sq. mts. (135 Sq.ft.) ("**Parking Space(s)**") **Together With** the undivided proportionate share in the Project Common Areas **Together With** the perpetual irrevocable right to use the MIG Block Limited Common Areas/ Office Block Limited Common Areas (as applicable) **Together With** the perpetual irrevocable right to use the Tower 'C' & Project Shared Common Areas in common with the allottees/owners/lawful occupants of Tower 'C'/Utalika Luxury – Phase 5 which includes the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/owners/lawful occupants of the HIG Block. The Apartment/Retail Unit/Office Unit and the exclusive [open terrace and/or exclusive balcony]



appurtenant to the carpet area of the Apartment/Retail Unit/Office Unit is/are for the Total Price and on the terms and conditions as recorded therein. Such terms and conditions as recorded in the Application, the Allotment Letter and the Agreement for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.

- P. The Promoter has since then completed the construction of the Project including the Apartment/Retail Unit/Office Unit and has been issued the block-wise completion certificate for the Project, vide No. [●] dated [●] by the KMC.
- Q. The Purchaser has from time to time paid the Total Price as recorded in the Allotment Letter and the Agreement for purchasing the Apartment/Retail Unit/Office Unit, the Parking Space(s) and the rights and properties appurtenant thereto.
- R. The Promoter has now called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- S. Before taking possession of the Apartment, the Purchaser has:
- (a) seen and examined the Master Plan which includes the Project Plan, specifications, components of the MIG Block Limited Common Areas/Office Block Limited Common Areas (ass applicable), the Project Common Areas, the Tower 'C' & Project Shared Common Areas and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the competent authority, as also the manner of construction thereof and have fully satisfied himself/herself with regard thereto and shall not make any claim or demand whatsoever against the Owner and/or the Promoter concerning the same save and except as mentioned in Clause 7 herein;
 - (b) satisfied himself/herself about the title of the Owner to the Project Land and the documents relating to the title of the Project Land, the right of the Promoter, the Project Plan (which is a portion of the integrated Master Plan sanctioned for the Complex), the materials used in the Apartment/Retail Unit/Office Unit and appurtenances, the workmanship and measurement of the Apartment/Retail Unit/Office Unit, the carpet area whereof has been confirmed to the Purchaser and the Purchaser shall not raise any requisition about the same.
- T. 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 desirous of executing this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and



conveyance by sale of the Apartment/Retail Unit/Office Unit and the Parking Space(s) by the Promoter to and in favour of the Purchaser.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

- 1.1 In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser **ALL THAT** Apartment No./Retail Unit No./Office Unit No. [•], having carpet area of [•] Sq. mts. ([•] Sq. ft), Along With an exclusive Balcony Area of [•] Sq. mts. ([•] Sq.ft.) [and an exclusive Open Terrace Area of] [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment/Retail Unit/Office Unit (corresponding to a built up area of [•] sq. mts. ([•]) sq. ft. and corresponding to super built-up area of [•] Sq. mts. ([•] Sq.ft.)), located on the [•] Floor in the Project named "[•]" of **UTALIKA-THE CONDOVILLE** (hereinafter collectively referred to and identified as the "**APARTMENT/RETAIL UNIT/OFFICE UNIT**" (which is more fully described in **Schedule-"B"** hereunder written and delineated in **RED** border on map/plan of the [•] floor of the Project annexed hereto and marked as **Annexure-"III"** annexed hereto) **Together With** [•] no. covered car parking space(s) (measuring [•] Sq. mts. (135 Sq.ft.) ("**Parking Space(s)**") **Together With** the undivided proportionate share in the Project Common Areas **Together With** the perpetual irrevocable right to use the MIG Block Limited Common Areas/ Office Block Limited Common Areas (*as applicable*) **Together With** the perpetual irrevocable right to use the Tower 'C' & Project Shared Common Areas in common with the allottees/owners/lawful occupants of Tower 'C'/Utalika Luxury – Phase 5 which includes the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/owners/lawful occupants of the HIG Block **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and the Parking Space(s) and every part thereof, absolutely and forever, as its exclusive owner, free from all encumbrances **SUBJECT HOWEVER** to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the Project Land **AND FURTHER SUBJECT** to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment/Retail Unit/Office Unit and the Parking Space(s) from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment/Retail Unit/Office Unit and proportionately with respect to the Project (in relation to the MIG Block Limited Common Areas/Office Block Limited Common Areas (*ass applicable*), the Project Common Areas, the Tower 'C' & Project Shared Common Areas)



- 1.2 Unless contrary to the context, the capitalised term '**Apartment/Retail Unit/Office Unit**' (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one single unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following:
- a) MIG Block Limited Common Areas or the Office Block Limited Common Areas (as defined in Clause 3 hereinbelow);
 - b) The Tower 'C' & Project Shared Common Areas;
 - c) Specific demarcated areas reserved for allotment or exclusive use and access by the Promoter or allottees/purchasers of Tower 'C'/ Utalika Luxury Phase- 5 which include the allottees/owners/lawful occupants of the HIG Block and the lawful occupants/visitors of the Promoter's Club (described in Clause 1.4 below)
 - d) Other residential apartments/retail units/office units and covered car parking spaces in the Project and/or in the Connected Floors;
 - e) The Efficiency Comfort Zone Land or any part thereof; and
 - f) The Luxury Zone Land or any part thereof.
- 1.4 It is hereby expressly and unequivocally agreed that certain demarcated portions of the 5th (fifth) floor and 6th (sixth) floor shall be retained by the Promoter for allotment to and exclusive use of the allottees/owners/lawful occupants of Tower 'C'/ Utalika Luxury Phase- 5 which include the allottees/owners/lawful occupants of the HIG Block and the lawful occupants/visitors of the Promoter's Club (as depicted in the drawing(s)/plan(s) of the concerned floors of the building comprising the Project annexed hereto and marked as **Annexure "IV"** and coloured thereon in RED colour). Such areas shall not form part of the Project and the Purchaser shall not have any right in respect of such areas.
- 1.5 It is expressly clarified herein in respect of the residential apartments/retail units/office units, covered car parking and other spaces, properties and other rights comprised in the Project etc., which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner as permissible under the applicable laws and on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference to or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.



- 1.6 The Purchaser shall use and enjoy the Apartment/Retail Unit/Office Unit and the Parking Space(s) in a 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/purchasers and/or of the Owner/Promoter.
- 1.7 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the Apartment/Retail Unit/Office Unit and the Parking Space(s) hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever 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 the Owner, Promoter and any other allottee/purchaser of the Project and/or any allottee/purchaser of the Tower C/Utalika Luxury Phase-5 .
- 1.8 The transfer of the Apartment/Retail Unit/Office Unit and the Parking Space(s) and all other grants and rights attached and forming part thereof is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed, which shall be covenants running with the said Apartment and the Parking Space(s) in perpetuity.

2. MAINTENANCE OF THE COMMON AREAS:

- 2.1 The Total Price is inclusive of Block Maintenance Charges (*defined below*), Project Maintenance Charges (*defined below*) and Tower 'C' & Project Shared Common Area Maintenance Charges (*defined below*) for a period of 2 (Two) years from the deemed date of possession of the Apartment/Retail Unit/Office Unit in terms of the Allotment Letter, as the case may be. These charges, although forming part of the Total Price of the Apartment/Retail Unit/Office Unit have been collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Retail Block/Office Block/MIG Block (as applicable)/Project Common Areas/Tower 'C' & Project Shared Common Areas mentioned in Schedule 'C' hereunder and fixtures, fittings and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of (i) the Project by the Project Association (*defined below*); and (ii) the Tower 'C' & Project Shared Common Areas jointly by the association of allottees of Tower 'C'/Utalika Luxury Phase – 5, the Project Association (*defined below*) and the Promoter.
- 2.2 The Promoter shall transfer and handover the management and maintenance of the Common Areas in the following manner:
 - 2.2.1 The Promoter shall transfer and handover the management and maintenance of the Office Block Limited Common Areas, the MIG Block Limited Common Areas and the Project Common Areas to the Project Association (*defined below*);



- 2.2.2 The Promoter shall transfer and handover the management and maintenance of the Tower 'C' & Project Shared Common Areas jointly to the association of allottees of Tower 'C'/Utalika Luxury Phase – 5, the Project Association (*defined below*) and the Promoter, after completion of development in entirety of Tower 'C'/Utalika Luxury Phase-5 (comprising of the HIG Block and the Promoter's Club) as well as the Project and formation of such association of Tower 'C'/Utalika Luxury Phase-5 and the Project Association (*defined below*) in accordance with the provisions of the Act and/or any other applicable local law.
- 2.3 The Promoter shall transfer the undivided proportionate share in the following categories of Common Areas in the manner mentioned below:
- 2.3.1 The Promoter shall transfer the undivided proportionate share in the Office Block Limited Common Areas, and the MIG Block Limited Common Areas to the Project Association (*defined below*);
- 2.3.2 The Promoter shall transfer the undivided proportionate share in the Tower 'C' & Project Shared Common Areas jointly to the association of allottees of Tower 'C'/Utalika Luxury Phase – 5, the Project Association (*defined below*) and the Promoter, after completion of development in entirety of Tower 'C'/Utalika Luxury Phase-5 (comprising of the HIG Block and the Promoter's Club) as well as the Project and formation of such association of Tower 'C'/Utalika Luxury Phase-5 and the Project Association (*defined below*) in accordance with the provisions of the Act and/or any other applicable local law.
- 2.4 The Promoter shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Common Areas by the Project Association (*defined below*).
- 2.5 The computation/calculation of maintenance charge(s) as mentioned in the Total Price is based on the Consumer Price Index (CPI) published by Central Statistics Office (CSO) (Ministry of Statistics and Programme Implementation) as on January, 2024 assuming that the Project Association and the association of allottees of Tower 'C'/Utalika Luxury Phase -5 shall be formed and maintenance and management of the Common Areas and common facilities will be taken over by the allottees within a period of 2 (two years) from the date of the completion certificate or partial completion certificate, as the case may be of the Project or the Tower 'C'/Utalika Luxury Phase -5, whichever is later.
- 2.6 **Project Association:** Upon formation of an association of the purchasers/allottees of the Project in accordance with the provisions of the Act and/or any other applicable local law ("**Project Association**"), the Promoter shall transfer the Common Areas of the Project to the Project Association along with the responsibility to manage and maintain such Common Areas. The Project Association shall for the purposes of effective upkeep, management and maintenance of the Project shall be, *inter alia*, responsible for the following –
- 2.6.1 Upkeep, management and maintenance of the Project including the Office Block Limited Common Areas, the MIG Block Limited Common Areas and the

Project Common Areas;

- 2.6.2 Collection of the Block Maintenance Charges (*defined below*) from the allottees of the Retail Block. Such Block Maintenance Charges in respect of the Retail Block shall include (a) maintenance charges/usage fee/license fee payable to the Promoter on account of usage of the car parking space(s) and water treatment plant of the Promoter's Club and (b) maintenance charges payable (*defined below*) for usage of the fire pump room and fire tanks which form part of the MIG Block Limited Common Areas;
- 2.6.3 Collection of the Block Maintenance Charges in respect of the Office Block Limited Common Areas (*defined below*) from the allottees of the Office Block. Such Block Maintenance Charges in respect of the Office Block shall include (i) maintenance charges/usage fee payable to the Promoter on account of usage of the water treatment plant of the Promoter's Club and (ii) maintenance charges for usage of the fire pump room and fire tanks which form part of the MIG Block Limited Common Areas;
- 2.6.4 Collection of the Block Maintenance Charges (*defined below*) in respect of the MIG Limited Common Areas (*defined below*) from the allottees of the MIG Block;
- 2.6.5 Collection of proportionate Project Maintenance Charges (*defined below*) from the allottees of the Retail Block, the MIG Block and the Office Block respectively in the ratio of [72]:[6]:[22], which means, in such proportion as the aggregate carpet area of the MIG Block, the Retail Block and the Office Block respectively bears to the aggregate carpet area of the Project in entirety.
- 2.6.6 Collection of proportionate Tower 'C' & Project Shared Maintenance Area Charges (*defined below*) from the allottees of the Project.
- 2.6.7 Maintaining dedicated bank accounts for the license fees/usage fees collected from the allottees of the Retail Block and the Office Block for usage of certain specific utilities and services as mentioned above; and
- 2.6.8 Bookkeeping and maintaining records of the funds collected from the allottees and details of the expenditures.
- 2.7 The Promoter shall at an appropriate time within a maximum period of 2 years from the date of completion certificate or partial completion certificate, as the case may be, of the Project notify the scheme of formation of the Project Association in accordance with the provisions of the Act and/or any other applicable local law.
- 2.8 The Allottee shall execute the necessary Declaration(s) in Form-A under the West Bengal Apartment Ownership Act, 1972, to enable the formation of the Tower Association and the Luxury Zone Association either by himself, or through a Power of Attorney holder, when called upon to do so by the Promoter.
- 2.9 **Block Maintenance Charges:** The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or the Project Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Project Association



from time to time by the 7th (seventh) of each month in advance without any abatement ("**Block Maintenance Charges**") for the upkeep, management or maintenance of the Retail Block /Office Block /MIG Block. The Block Maintenance Charges shall remain liable to increase from time to time by the Promoter/Project Association. So long as the maintenance of the Project is not handed over to the Project Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Block Maintenance Charges for a period of 2 (two) years from the deemed date of possession of the Apartment/Retail Unit/Office Unit in terms of the Allotment Letter is included in the Total Price of the Apartment and has been collected by the Promoter. After the expiry of the said 2 (two) years period, the Purchaser shall be liable to pay the monthly Block Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Project Association, as the case may be by the 7th (seventh) day of each month in advance without any demur and delay. For the purposes of this clause, it is hereby clarified that the Block Maintenance Charges shall constitute 50% of the aggregate maintenance charges to be collected from the allottees on account of the Block Maintenance Charges, Project Maintenance Charges and the Tower 'C' & Project Shared Common Area Maintenance Charges.

- 2.10 **Project Maintenance Charges:** The Allottee shall pay in advance to the Promoter (including any agency nominated by it) or the Project Association, as the case may be, such charges at such rate as may be decided by the Promoter/Project Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Project Maintenance Charges**") for the maintenance of the Project Common Areas. The Project Maintenance Charges shall remain liable to increase from time to time by the Promoter/Project Association. So long as the maintenance of the Project Common Areas are not handed over to the Project Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Project Maintenance Charges for a period of 2 (Two) year from the deemed date of possession of the Apartment in terms of the Allotment Letter is included in the Total Price of the Apartment/Retail Unit/Office Unit and has been collected by the Promoter. After the expiry of the said 2 (Two) years period, the Allottee shall be liable to pay the monthly Project Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Project Association, as the case may be by the 7th (seventh) day of each month in advance without any demur and delay. For the purposes of this clause, it is hereby clarified that the Project Maintenance Charges shall constitute 40% of the aggregate maintenance charges to be collected from the allottees on account of Block Maintenance Charges, Project Maintenance Charges and Tower 'C' & Project Shared Common Area Maintenance Charges.
- 2.11 **Tower 'C' & Project Shared Common Area Maintenance Charges:** The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or to the or the Project Association, as the case may be, such charges at such rate as may be decided by the Promoter/Project Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Tower 'C' & Project Shared Common**



Area Maintenance Charges") for the maintenance of the Tower 'C' & Project Shared Common Areas. The Tower 'C' & Project Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Project Association. So long as the maintenance of the Tower 'C' & Project Shared Common Areas are not handed over to the association of allottees of Tower 'C'/Utalika Luxury Phase – 5, the Project Association and the Promoter, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Tower 'C' & Project Shared Common Area Maintenance Charges for a period of 2 (Two) years from the deemed date of possession of the Apartment in terms of the Allotment Letter is included in the Total Price of the Apartment and has been collected by the Promoter. After the expiry of the said 2 (Two) years period, the Purchaser shall be liable to pay the monthly Tower 'C' & Project Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Project Association, as the case may be, by the seventh day of each month in advance without any demur and delay. Till the handover of the maintenance of the Tower 'C' & Project Shared Common Areas jointly to the association of allottees of Tower 'C'/Utalika Luxury Phase – 5, the Project Association and the Promoter, the Promoter shall be liable to collect the proportionate Tower 'C' & Project Shared Common Area Maintenance Charges from the allottees/purchasers of the Project. For the purposes of this clause, the expression '*proportionate Tower 'C' & Project Shared Common Area Maintenance Charges*' shall mean constitute 10% of the aggregate maintenance charges to be collected from the allottees on account of Block Maintenance Charges, Project Maintenance Charges and Tower 'C' & Project Shared Common Area Maintenance Charges.

The costs and expenses towards maintenance of the Tower 'C' & Project Shared Common Areas shall be borne and paid proportionately by (a) the association of allottees of Tower 'C'/Utalika Luxury Phase – 5, (b) the Project Association and (c) the Promoter respectively in the ratio 61:33:6 which means in such proportion as the built-up area of the HIG Block, the built-up area of the Project and the built-up area of the Promoter's Club bear to the aggregate built-up area of Tower 'C'/Utalika Luxury Phase-5 and the Project. The portion of the Tower 'C' & Project Shared Maintenance Area Charges payable by the Project Association shall be collected from the allottees of the Project on the basis of the carpet areas of each Apartment/Retail Unit/Office Unit.

- 2.12 **Maintenance Security Deposit:** Before taking over the possession of the Apartment/Retail Unit/Office Unit, the Purchaser has also paid to the Promoter an interest-free security deposit amount towards the Block Maintenance Charges, the Project Maintenance Charges and the Tower 'C' & Project Shared Common Area Maintenance Charges calculated on the basis of aggregate maintenance charges payable by the Purchaser on account of Block Maintenance Charges, Project Maintenance Charges, and the Tower 'C' & Project Maintenance Charges for a period of 2 (two) years, which has been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). All tax liabilities on account of Maintenance Security Deposit have been borne by the Purchaser. At the time of taking over of management and maintenance of the respective Common Areas by the Project

Association in terms of this Deed, the same shall be handed over by the Promoter to the Project Association in a fair and equitable manner. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the Project Association, the Promoter shall be fully entitled and the Purchaser hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Block Maintenance Charges and/or the Project Maintenance Charges and/or the Tower 'C' & Project Shared Common Area Maintenance Charges from the Purchaser and the Promoter shall be liable to give due account of such deductions to the Project Association.

- 2.13 **Maintenance Corpus/Sinking Fund:** Before taking over the possession of the Apartment/Retail Unit/Office Unit, the Allottee shall pay to the Promoter an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus/Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance corpus/Sinking Fund shall be borne by the Allottee. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the purchasers/allottees of the Project without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over in a fair and equitable manner to the concerned Associations at the time of taking over maintenance and management of the respective Common Areas by the Project Association in terms of this Agreement, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas.
- 2.14 **Common Rules:** Till such time the Promoter has to regulate the use, maintenance and management of the respective Common Areas, the rules / bye-laws for such use, maintenance, management and operation shall be framed by the Promoter. Thereafter, on formation of the respective Associations, they shall frame such rules / bye-laws with necessary restrictions as may be necessary for proper maintenance of the Project. However, such rules/bye-laws shall always be framed subject to the following restrictions:
- 2.14.1 **Air Conditioning:** Suitable provision for keeping outdoor units of the AC shall be made. The route to take refrigerant piping etc. has to be strictly followed by the Purchaser while installing their AC units as per drawings provided by the Promoter. No puncturing of window/ wall to install A.C units will be permitted.
- 2.14.2 **Balconies/Terrace:** The balconies in the Apartment shall always remain to be balcony and the Allottee shall not glaze/grill/cover the same so as to enclose the space or to disturb the aesthetics of the Project. The Purchaser shall not interfere with the elevation of the Project. The Purchaser shall maintain the aesthetic of the project.
- 2.14.3 **Electricity Supply:** The purchasers are required to apply to CESC/any other electricity supply agency for providing their individual metres for their



respective apartment /unit. The purchasers would also be required to the applicable charges and deposits to the CESC/ any other electricity supply agency as may be demanded from the allottees/purchasers.

- 2.14.4 **Diesel Generator Power Backup:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Project. In addition to that, DG back up facility is also being made available for every apartment / Retail unit / Office unit. However, each apartment will be allocated a DG load of 750 Watts and each office / retail unit will be allocated a DG load of approx. 5 Watt / sq.ft. on Super Built Up Area basis. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment/Retail Unit/Office Unit is included in the Total Price. Any additional load will be provided subject to availability and applicable charges would be payable by the allottees. The purchasers will be required to pay DG usage charges based on a suitable mechanism as shall be devised by the Promoter /the Project Association, as the case may be.
- 2.14.5 **Documentation Charges:** The Purchaser has paid to the Promoter, the charges for documentation amounting to Rs 40,000/- per Unit. The Documentation Charges is part of the Total Price of the Apartment/Retail Unit/Office Unit.
- 2.14.6 **Insurance:** In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances in respect of the Project as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Common Areas are handed over to the Project Association. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment/Retail Unit/Office Unit) towards the premium and charges payable for a period of 2 years from the date of receipt of Completion Certificate/Partial Completion Certificate, as the case may be, of the Project for such insurance and the proportionate cost/contribution will be paid by the Allottee as and when demanded by the Promoter.
- 2.14.7 **Telecom Connectivity:** The Promoter has provided analogue based intercom, backbone for CATV network and optical fibre for high speed internet for Retail and Offices Block, analogue based intercom and provision for cable TV network for MIG Block, for connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter for the Project. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these



contracts/ agreements by the Project Association, who will take over the maintenance and management of Project Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Project Association.

- 2.14.8 **Consequences of non-payment:** Till such time the Project Association and the association of allottees of Tower 'C'/Utalika Luxury Phase - 5 have taken over maintenance and management of the Common Areas, failure to pay the monthly Maintenance Charges (for the respective Common Areas), electricity charges, diesel generator set usage charges within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Purchaser and will make the Purchaser liable to pay interest at the rate of 2 (two) % per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- 2.14.9 **Unrestricted access:** The Promoter (or its nominated agency) or the Project Association shall have rights of unrestricted access to all Common Areas for providing necessary maintenance services and the Allottee agrees to permit either of them to enter into the Apartment/Retail Unit/Office Unit 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. Similarly, the Promoter (or its nominated agency) or the association of allottees of Tower 'C'/Utalika Luxury Phase - 5 shall have rights of unrestricted access to all Tower 'C' & Project Shared Common Area, for providing necessary maintenance services and the Purchaser agrees to permit either of them to enter into the Apartment/Retail Unit/Office Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant an emergency or otherwise, with a view to set right any defect.

3. LIMITED COMMON AREAS

- 3.1 **Office Block Limited Common Areas:** Certain utilities and installations in the Project are reserved for the exclusive use of the allottees/purchasers/lawful occupants of the Office Block ("**Office Block Limited Common Areas**" more fully and particularly described in Part "I" of Schedule "C" and depicted in the drawings/plans of the various parts of the Project and collectively marked as **Annexure "V"** and coloured thereon in RED colour) and shall be transferred by the Promoter to the Project Association.
- 3.2 **MIG Block Limited Common Areas:** Certain utilities and installations in the Project are reserved for the exclusive use of the allottees/purchasers/lawful occupants of the Retail Block ("**MIG Block Limited Common Areas**" more fully and particularly described in Part "II" of Schedule "C" and depicted in the



drawings/plans of the various parts of the Project and collectively marked as **Annexure "VI"** and coloured thereon in **RED** colour) and shall be transferred by the Promoter to the Project Association.

4. THE OWNER AND THE PROMOTER DO TH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 4.1 The Owner has absolute, clear and marketable title with respect to the Project Land;
- 4.2 The Promoter has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project.
- 4.3 The Owner and the Promoter have lawful rights and obtained requisite approvals from the competent authorities to carry out development of the Project.
- 4.4 As on the date of this Conveyance, the Apartment/Retail Unit/Office Unit and the Parking Space(s) are free from any mortgage.
- 4.5 There are no litigations pending before any Court of law with respect to the Project Land, the Project or the Apartment/Retail Unit/Office Unit and the Parking Space(s) save and except the following:
 - (a) T.S. No.441of 2009 (West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors. Vs. State of West Bengal & Ors.) pending before the Court of the Ld. 5th Civil Judge (Senior Division) at Alipore, South 24-Parganas and C.O. No.741 of 2011 (West Bengal Housing Board Vs. West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors.) pending before the Hon'ble High Court at Calcutta arising out of T.S. No.441 of 2009;
- 4.6 The Project Association shall have a perpetual irrevocable right of way over clearly demarcated strip of land admeasuring 1128 square meters (approx.) on the northern side of Tower 'C'/ Utalika Luxury Phase 5 forming part of the Luxury Zone (as depicted in the drawing(s)/plan(s) of the Tower C Land annexed hereto and marked as **Annexure "IX"** and coloured thereon in **RED** colour) for ingress to and egress from the Basement (B) of Tower 'C'/ Utalika Luxury Phase 5 for the limited purposes of upkeep, security, management and maintenance of certain identified common utilities, installations, amenities and service areas catering one or more Blocks of the Project.
- 4.7 All approvals, licenses and permits issued by the competent authorities with respect to the Project Land, the Project and the Apartment/Retail Unit/Office Unit and the Parking Space(s) are valid and subsisting and have been obtained



by following due process of law. Further, the Owner and the Promoter have been at all times in compliance with all applicable laws in relation to the Project Land, the Project, the Apartment and the Parking Space(s).

- 4.8 The Promoter and the Owner have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- 4.9 Other than the Development Agreement, the Application, the Allotment Letter and the Agreement, the Owner and the Promoter have not entered into any contract with any person or party with respect to the the Project Land, the Project and the Apartment/Retail Unit/Office Unit and the Parking Space(s) which will, in any manner, affect the rights of the Purchaser under this Deed of Conveyance.
- 4.10 The Owner and the Promoter confirm that the Owner and the Promoter are not restricted in any manner whatsoever from selling the said Apartment/Retail Unit/Office Unit and the Parking Space(s) to the Purchaser in the manner contemplated in this Deed of Conveyance.
- 4.11 The Owner and the Promoter have duly paid all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority (ies) till the block-wise completion certificate of the Project has been issued and possession of Apartment/Retail Unit/Office Unit (equipped with all the agreed specifications, amenities and facilities) and the Parking Space(s) has been handed over to the Purchaser.
- 4.12 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) has been received by or served upon the Owner and the Promoter in respect of the the Project Land and/or the Project.
- 4.13 The Promoter has paid all outgoings before transferring the physical possession of the Apartment/Retail Unit/Office Unit and the Parking Space(s) to the Purchaser, which it has collected from the purchasers of the Project, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).
- 4.14 The Promoter has developed the Project in accordance with the Project Plan. Subject to the terms in this Deed, the Promoter represents that it has strictly abided by such Project Plan approved by the competent authorities and has

also strictly complied with the bye-laws, FAR and other provisions prescribed by the KMC and has not made any variation/alteration/modification in Project Plan, other than in the manner provided under the Act.

- 4.15 The Promoter hereby records and acknowledges the receipt of Rs. [•] (Rupees [•]) towards the Total Price reserved herein.
 - 4.16 The Owner and Promoter have good right and full authority to sell, transfer and convey the Apartment/Retail Unit/Office Unit and the Parking Space(s).
 - 4.17 The Purchaser, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the freehold right, title and interest in the Apartment/Retail Unit/Office Unit and the Parking Space(s) together with the undivided proportionate share in the Project Common Areas together with the with the perpetual irrevocable non-exclusive right to use the MIG Block Limited Common Areas/Office Block Limited Common Areas (as applicable) and the Tower 'C' & Project Shared Common Areas in the manner mentioned hereinabove without any interruption, hindrance, disturbance or obstruction by the Promoter or any person claiming through under or in trust for the Promoter.
 - 4.18 The Owner and the Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment/Retail Unit/Office Unit and the Parking Space(s) to unto and in favour of the Purchaser.
 - 4.19 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the Apartment/Retail Unit/Office Unit and the Parking Space(s).
 - 4.20 The Promoter further covenants that the Project is an independent Project on the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other Tower/Phase in its vicinity or otherwise *save and except* certain designated areas which have been utilised for integration of the infrastructural facilities, utilities, amenities, installations, between the Project and Tower 'C'/ Utalika Luxury Phase- 5 and form part of the Tower 'C' & Project Shared Common Areas.
 - 4.21 The Promoter further covenants that Project Common Areas shall be dedicated to and available only for use and enjoyment of the allottees/purchasers of the Project and the Promoter (for unallotted apartments) comprised in the Project.
5. **THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:**



- 5.1 The Purchaser 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 Apartment/Retail Unit/Office Unit and the Parking Space(s) 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.
- 5.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.
- 5.3 The Purchaser shall indemnify and keep indemnified the Owner 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.
- 5.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal /panchayat 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 Apartment/Retail Unit/Office Unit and the Parking Space(s) and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment/Retail Unit/Office Unit and the Parking Space(s) or the Project erected thereon in accordance with the provisions of relevant laws.
- 5.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment/Retail Unit/Office Unit and the Parking Space(s) and the Project including but not limited to the sanctioned Master Plan and Project Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 5.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment/Retail Unit/Office Unit 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 Apartment/Retail Unit/Office Unit and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.



- 5.7 The Purchaser shall not use or allow the Apartment/Retail Unit/Office Unit and the Parking Space(s) for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 5.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment/Retail Unit/Office Unit and the Parking Space(s) or any part thereof with any other apartment or apartments within the Project.
- 5.9 The Purchaser shall not bring in or store or allowed to be brought in or stored in the Apartment/Retail Unit/Office Unit and the Parking Space(s) or the Project or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment/Retail Unit/Office Unit and the Parking Space(s) and/or the other structures constructed on the Project Land and not do or allow to be done on the Project anything that may deteriorate the value of the Project or the Apartment/Retail Unit/Office Unit and the Parking Space(s) or the Project or injure the same in anyway, except in accordance with law.
- 5.10 The Purchaser shall pay wholly in respect of the Apartment/Retail Unit/Office Unit and the Parking Space(s) and proportionately in respect of the MIG Block Limited Common Areas/Office Block Limited Common Areas (as applicable), Project Common Areas and the Tower 'C' & Project Shared Common Areas the Project Maintenance Charges, the Block Maintenance Charges, the Tower 'C' & Project Shared Common Area Maintenance Charges, electricity charges, DG back up charges, 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 Project Maintenance Charges, the Block Maintenance Charges and the Tower 'C' & Project Shared Common Area 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 Apartment/Retail Unit/Office Unit and the Parking Space(s) and/or relating to this Deed shall be paid by the Purchaser 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;
- 5.11 The Purchaser shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining Project and/or the transfer, sale or disposal of any other apartment/retail unit/office unit and/or parking space comprised in the Project.
- 5.12 The Purchaser shall get the said Apartment/Retail Unit/Office Unit mutated in his name and/or separately assessed by the KMC.
- 5.13 The Purchaser shall pay all amounts and deposits that are payable by the



Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.

- 5.14 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment/Retail Unit/Office Unit and the Parking Space(s) and/or the MIG Block Limited Common Areas/Office Block Limited Common Areas (as applicable) and/or the Project Common Areas and/or the Tower 'C' & Project Shared Common Areas.
- 5.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment/Retail Unit/Office Unit and the Parking Space(s) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Apartment/Retail Unit/Office Unit and the Parking Space(s), or the staircases, lifts, 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 Apartment/Retail Unit/Office Unit and the Parking Space(s) and keep the Apartment/Retail Unit/Office Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- 5.16 The Purchaser agrees and undertakes that on receipt of possession, the Purchaser shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Project Association/maintenance agency and without causing any disturbance, to the other allottees/purchasers of the Project. The Project/Block level 'house rules and regulations' applicable to the allottees/purchasers/lawful occupants of the Project will be shared at the time of handing over possession of the apartments/retail units/office units. Without prejudice to the aforesaid, if the Purchaser makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment/Retail Unit/Office Unit and the Parking Space(s) or the Project, the Promoter shall be entitled to call upon the Purchaser to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Purchaser does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment/Retail Unit/Office Unit and the Parking Space(s) or the Project (on behalf of the Purchaser) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Purchaser.
- 5.17 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Project or anywhere on the exterior of the Project. The Purchaser shall also not change



the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Project. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment/Retail Unit/Office Unit and the Parking Space(s) or place any heavy material in the common passages or staircase of the Project. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment/Retail Unit/Office Unit and the Parking Space(s).

- 5.18 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Project Association and/or any maintenance agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 5.19 The Purchaser has, inter alia, inspected and verified all the documents as also the Project Plan of the Apartment/Retail Unit/Office Unit and the Parking Space(s), the Project, and is satisfied as to the Project Plan and/or the construction of the building(s) 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 Apartment/Retail Unit/Office Unit and the Parking Space(s) and also to the nature, scope and extent of benefit or interest in the Project and/or the MIG Block Limited Common Areas/Office Block Limited Common Areas (as applicable) and/or the Project Common Areas and/or the Tower 'C' & Project Shared Common Areas.
- 5.20 The Purchaser has understood that the Project has been constructed on the basis of sanction of an integrated Master Plan sanctioned on the area of Larger Land as described above and the said plan is impartible and indivisible, subject to modifications/ revisions to the extent as may be permitted under the applicable law in respect of consumption of available (Floor Space Index (FSI)/Floor Area Ratio (FAR) or additional FSI/ FAR granted in future in respect of the Complex Land.
- 5.21 The Purchaser understands that the Promoter has provided limited number of covered car parking space(s) within the Project which has been/shall be allocated to allottees/purchasers of each of the blocks in the Project as follows at the sole discretion of the Promoter:
- 5.21.1 Covered car parking spaces located on a clearly demarcated portion of the covered car parking slots on the 3rd floor (P4) of the Connected Floors forming part of the Office Block shall be allotted to the allottees/purchasers of the Office Block;
- 5.21.2 Covered car parking spaces located on a clearly demarcated portion of the covered car parking slots on the 4th floor (P5) of the Connected Floors forming part of the MIG Block shall be allotted to the

allottees/purchasers of the MIG Block;

- 5.21.3 It is further clarified that while there are no dedicated car parking spaces for the Retail Block, the Promoter at its sole discretion may allow allottees of the Retail Block to use covered car parking spaces as may be available on the Ground Floor (P1) of the Connected Floors which are owned and retained by the Promoter's Club. The Promoter shall be entitled to charge a fixed license fee for allowing such usage or granting such license of the covered car parking spaces, if any, to any allottee of the Retail Block.

The Purchaser understands that such covered car parking parking space(s) in the Project shall not be treated as a part of the Project Common Areas.

- 5.22 The Purchaser understands that the water treatment plant, PHE pump room and water tanks of the Promoters Club located at the Basement (B) of the Tower 'C'/Utalika Luxury Phase – 5 shall also cater to the Retail Block and the Office Block of the Project. The Promoter shall be entitled to charge a maintenance charge and/or usage fee for such service and utility being provided to the Retail Block and the Office Block.
- 5.23 The Purchaser understands that that the fire pump room and fire tanks located at the Basement (B) of the Connected Floors in Tower 'C'/Utalika Luxury Phase – 5 and forming a part of the MIG Block Limited Common Areas shall also cater to/serve the Retail Block and the Office Block and therefore, the allottees/purchasers/lawful occupants of the Retail Block and the Office Block shall be liable to pay maintenance charges and/or usage fees for such service and utility.

6. THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:

- 6.1 Any relaxation and indulgence granted by the Promoter to the Purchaser shall not in any way prejudice the rights of the Promoter under the Deed.
- 6.2 It is hereby clarified that in view of the fact that there is a single sanctioned Master Plan which proposes development of a building complex comprising of residential buildings and allied facilities on the area of Larger Land which includes the Complex which in turn comprises the Project along with several other Towers/Phases, the competent authority under the Act, has issued a block-wise completion certificate or occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed the "completion certificate" or the "occupancy certificate" for the Project in accordance with the Project Plan, as per the requirement of the various provisions of the Act.
- 6.3 The failure of the Promoter to enforce in any one or more instances,



performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed executed by both parties hereto.

- 6.4 The Purchaser shall have the perpetual irrevocable right to use the (i) the Tower 'C' & Project Shared Common Areas in common with the allottees/owners/lawful occupants of Tower 'C'/Utalika Luxury – Phase 5 which includes the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees of the HIG Block; (ii) the Project Common Areas in common with the allottees/owners/lawful occupants of the Retail Block, the Office Block and the MIG Block of the Project; and (iii) the MIG Block Limited Common Areas/Office Block Limited Common Areas in common with the remaining allottees of the MIG Block /Office Block (as may be applicable).
- 6.5 The Apartment/Retail Unit/Office Unit and the Parking Space(s) shall be treated as a single indivisible unit for all purposes. The Purchaser shall use the Parking Space allotted to him with the Apartment/Retail Unit/Office Unit. The covered Parking Space(s), if any, allotted cannot be transferred separately and is transferable along with the Apartment/Retail Unit/Office Unit only and shall be deemed to have been transferred with the Apartment/Retail Unit/Office Unit even though the same be not expressly mentioned in any future conveyances or instrument of transfer.

7. DEFECT LIABILITY:

- 7.1 It is agreed that in case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Application, the Allotment Letter or the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act PROVIDED HOWEVER THAT that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- 7.2 Notwithstanding anything herein contained it is expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and

without giving to the Promoter the reasonable opportunity to inspect assess and determine the nature of purported defect in the Apartment/Retail Unit/Office Unit and the Parking Space(s) (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Purchaser), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in the clause immediately preceding and the Purchaser shall not be entitled to any cost or compensation in respect thereof.

- 7.3 It is further clarified that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- 7.4 The Purchaser further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:
- (a) misuse or negligent use;
 - (b) unauthorized modifications or repairs done by the Purchaser(s) or his/her/their nominee(s)/agent(s);
 - (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents.
- 7.5 It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartment/Retail Unit/Office Unit and the Parking Space(s) as well as the Project Common Areas and amenities and facilities wherever applicable. The Purchaser(s) has/have been made aware and the Purchaser(s) also expressly agree(s) that the regular wear and tear of the Apartment/Retail Unit/Office Unit and the Parking Space(s) 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 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 7.6 The Purchaser also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.



8. DISCLOSURES AND DISCLAIMERS:

8.1 The Purchaser also agrees and confirms that the Promoter has made the following disclosures/disclaimers in respect of the Project and the Purchaser has agreed to not make any claims or raise any disputes including any claim under Clause 7 of this Deed relating to defect liability against the Promoter in respect of the following –

8.1.1 Source of water supply:

8.1.1.1 The source of water supply for the Project is the deep borewell which shall provide water having total dissolved solid ('TDS') in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It has been agreed and understood by the Purchaser that the Promoter cannot further reduce the TDS of the water provided.

8.1.1.2 The Promoter has installed a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Purchaser that such water treatment plant would not reduce the TDS.

8.1.1.3 The Purchaser agrees that he/she may install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.

8.1.1.4 The Purchaser further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water which is used for other purposes like bathing, cleaning etc. within the Apartment/Retail Unit/Office Unit.

8.1.2 **Non-provision of car washing facility:** The Purchaser has agreed and understood that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage of water. The allottees/purchasers/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.

8.1.3 **Dual Plumbing System:** The Purchaser has agreed and understood that the water used for flushing in the toilet flushes in the Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.

8.1.4 **Storm water drainage:** The Purchaser has agreed and understood that

although the storm water drainage system inside the campus/Complex is adequately designed to discharge the storm water during rain fall. However, these internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Promoter shall not be held responsible for such flooding or waterlogging in the Project/Complex or any part thereof owing to the inadequacy of the municipal drainage system.

- 8.1.5 **Tile Flooring & Dado:** The Purchaser has agreed and understood that the Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

- (a) Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:
- i. D.1 Surface Area $S \leq 90\text{cm}^2$: $\pm 0.8 \%$
 - ii. D.2 Surface Area $90 \text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.4 \%$
 - iii. D.3 Surface Area $190 \text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.3 \%$
 - iv. D.4 $S > 410\text{cm}^2$: $\pm 0.2 \%$
- (b) Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:
- i. Dry-pressed ceramic tiles with low water absorption ($E \leq 0.5\%$ for Group B1a):
 - ii. E.1 Surface Area $S \leq 90\text{cm}^2$: $\pm 1.0 \%$
 - iii. E.2 Surface Area $90 \text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.5 \%$
 - iv. E.3 Surface Area $190 \text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.5 \%$
 - v. E.4 $S > 410\text{cm}^2$: $\pm 0.5 \%$

In this regard the Purchaser has agreed that the edges and corners of the vitrified tiles used in the Apartment/Retail Unit/Office Unit /Project may not be in the perfect plane due to warpage. If the variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

8.1.6 AAC (Autoclaved Aerated Concrete) Block walls

- 8.1.6.1 The Promoter has constructed AAC block walls in the course of development of the Project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to

lighter load and have better heat insulation property than clay brick.

- 8.1.6.2 The Purchaser has agreed and understood that AAC block walls being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have absolutely no adverse effect on the structural stability of the Apartment/Project.
- 8.1.6.3 The Purchaser has further agreed and understood that he/she may choose to repair such cracks at their own costs by cutting a 'v' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.
- 8.1.7 **Provision of CCTV:** CCTVs are proposed to be placed in the following areas:
- 8.1.7.1 All Elevator Cars (Lift) in the Project
- 8.1.7.2 MIG Block lobby at ground floor level /Designated areas of RAC at 5th floor level / Stair exit of Fire refuge platform.
- 8.1.7.3 Office Block Lobby at ground floor level.
- 8.1.7.4 Functional areas like Security room.

The Promoter shall not provide CCTV to the common corridors and stair exit / entrance at floor levels.

9. POSSESSION

At or before the execution of this Deed, the Purchaser herein confirms that he/it has independently satisfied itself about the right, title and interest of the Promoter in the Apartment/Retail Unit/Office Unit and the Parking Space(s), the Project Plans and the constructions, including the quality and specifications thereof, the area of the Apartment/Retail Unit/Office Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the Apartment/Retail Unit/Office Unit development, the MIG Block Limited Common Areas/Office Block Limited Common Areas (as applicable), Project Common Areas, the Tower 'C' & Project Shared Common Areas and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment/Retail Unit/Office Unit and the Parking Space(s) has been handed over by the Promoter to the Purchaser, which the



Purchaser admits, acknowledges and accepts.

10. MISCELLANEOUS

- 10.1 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 Purchaser.
- 10.2 The Purchaser 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 MIG Block Limited Common Areas/Office Block Limited Common Areas (as applicable) and the Project Common Areas to the Project Association, and the Tower 'C' & Project Shared Common Areas jointly to the association of allottees of Tower C/Utalika Luxury Phase - 5, the Project Association and the Promoter, as per the terms of this Deed or the directions of the competent authority under the Act or any other local law, as may be applicable.
- 10.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and the Parking Space(s) and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas, the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas and Complex Limited Common Areas, as the case may be, payable by the Purchaser 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 Purchaser.

11. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the rules and regulations made thereunder including other applicable laws of India for the time being in force.

12. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.



SCHEDULE – A

[Description of Project Land]

ALL THAT the clearly demarcated land area of 0.879 acres (equivalent to 3557 square metres) more or less comprised in Mouza: Barakhola, J.L. No.: 21, situate and lying at "UTALIKA–THE CONDOVILLE", Premises No. 405, Barakhola, Mukundapur, Police Station: Purba Jadavpur (formerly Tollygunge), Kolkata - 700099, within the municipal limits of Ward No. 109 of the Kolkata Municipal Corporation and within Sub-Registry Office: ADSR Sealdah in the District of South 24 Parganas (as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "II"** and bordered thereon in **RED** colour) and butted and bounded as follows:

In the East: Luxury Zone of Utalika

In the West: By road / Driveway

In the North: By road / Driveway

In the South: Luxury Zone of Utalika



SCHEDULE – B

[Description of the Apartment/Retail Unit/Office Unit]

ALL THAT Apartment No./ Retail Unit No./Office Unit No. [•] having Carpet Area of [•] Sq. ft., Balcony Area [•] Sq. ft., (corresponding to super built-up area of [•] Sq.ft.), on [•] floor, in the Project **Along With** along with [•] No(s). of Open/Covered Car Parking space(s) admeasuring 135 sq. ft. each as permissible under the applicable law, (as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "III"** and bordered thereon in **RED** colour) and butted and bounded as follows:

In the East: [•]

In the West: [•]

In the North: [•]

In the South: [•]



SCHEDULE – C

Part I

[Office Block Limited Common Areas]

1. Entry lobby at ground floor (P1) level , OSP & BMS room
2. Demarcated lift lobby of 3rd floor (P4) level
3. Demarcated lift lobby & corridor of 5th floor level
4. Demarcated lift lobby & corridors of 6th floor to 10th floor level
5. Demarcated Open Terrace area on 9th floor level

Part II

[MIG Block Limited Common Areas]

1. Dedicated pump rooms and tanks at basement level.
2. P1 level – Entrance lobby, electrical meter room, fire tower, MIG ramps, BMS and OSP room
3. P2 level – Dedicated ramp, service lift/s and staircase/s
4. P3 level – Dedicated ramp, service lift/s and staircase/s
5. P4 level – Dedicated ramp, service lift/s and staircase/s
6. P5 level – Dedicated ramp, service lift/s and staircase/s , lift lobby, driveways.
7. 5th floor level – MIG RAC Area, common corridor , lift lobby, service lift/s and staircase/s, service lift/s and staircase/s.
8. Service floor at 11th floor level.
9. Typical floor (12th to 29th floor & 30th to 33rd floor) – Common corridor, lift lobby, service lift/s and staircase/s.

Part IV

[Project Common Areas]

1. Project Land

Part V

[Tower 'C' & Project Shared Common Areas]

1. Common Lobby and staircases at basement level.
2. Basement staircase and part of driveway at ground floor (P1) level.
3. Demarcated Part of driveway at 1st floor (P2) level.
4. Demarcated Part of driveway at 2nd floor (P3) level.
5. Part of driveway at 3rd floor (P4) level.



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

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED OWNER
IN THE PRESENCE OF**

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PROMOTER
IN THE PRESENCE OF**

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PURCHASER
IN THE PRESENCE OF**

A handwritten signature in blue ink, appearing to be 'Aij', located in the bottom left corner of the page.

MEMORANDUM OF CONSIDERATION

[•]

A handwritten signature in black ink, appearing to be the initials 'DJ' or 'DJP' with a stylized flourish at the bottom.