

**DEED OF CONVEYANCE**

This Deed of Conveyance is made this ..... day of ..... 2023

**BETWEEN**

1. **SRI SHUBHRANGSHU BHUSAN CHAKRABORTY**, PAN ACBPC8598G, Aadhaar No 6792 4434 9547 2. **SRI SNEHANGSHU BHUSAN CHAKRABORTY** PAN ARFPC9644J, Aadhaar No: 5626 9416 2838 both are sons of Late Subhendu Bhusan Chakraborty, both are of Village and P.O.-Rajpur, P.S-Sonarapur, Dist. South 24 parganas 3. **SMT. SWAPNA BANERJEE**\_wife of Sri Tapan Banerjee PAN:CFTPB 0622 K, Aadhaar No-9938 9168 8521, by faith-Hindu, by occupation-House-wife, residing at M.N Roy Road, Rajpur, Rajpur- Sonarpur (M), P.S.- Sonarpur, District- South 24 Parganas, PIN-700149 4. **SRI SOUMENDRA BHUSAN CHAKRABORTY** PAN ACMPC 1118 P, Aadhaar No-5669 6347 4958, 5. **SRI SHAKTI BHUSAN CHAKRABORTY** PAN ACOPC 7906 M, Aadhaar No: 5243 4680 0496, 6. **SRI SATYABRATA CHAKRABORTY** PAN AKEPC 1830G, Aadhaar No:9673 8812 6596 7. **SRI SOURENDRA BHUSAN CHAKRABORTY** PAN AGSPC 7338 P, Aadhaar No: 9511 2717 9136, 8. **SRI SAMARENDRA BHUSAN CHAKRABORTY** PAN ACWPC 3746P, Aadhaar No: 3463 4736 8459, all are sons of Late Shailaja Bhusan Chakraborty 9. **SMT. BELA BOSE** wife of Sri Ranjit Bose, PAN PAN: AXEPB 3824 C, Aadhaar No: 9575 1380 3307, 10. **SMT. MITALI BHATTACHARYA** wife of Sri Ashim Bhattacharya PAN ASCPA 5665 K, Aadhaar No: 6285 0807 6511, and all are of Village and Post Office Rajpur, P.S. Sonarpur, Dist. South 24 Parganas hereinafter referred to as the OWNERS (which term or expression unless excluded by or repugnant to the context shall deem to mean and include their respective heirs, legal representatives, executors, successors and assigns), (which term or expression unless excluded by or repugnant to the context shall deem to mean and include its successor-in-office, legal representative, executors, administrator and assigns) the Owners are being represented by their Attorney **M/S DAMASK REALTY PRIVATE LIMITED** a private limited company having its PAN AAECD 7415 K and registered office at 18, Baishnabghata Road, P.O. Naktala P.S.- Netaji Nagar Kolkata- 700 047 being represented by one of its Directors namely **SRI RATAN KUMAR GHOSH** son of Late Haran Chandra Ghosh PAN: ADZPG 2916 K, Aadhaar No7142 0269 1142 of 18, Baishnabghata Road, P.O. Naktala P.S.- Netaji Nagar Kolkata- 700 047, duly appointed vide Development Power of Attorney, registered in the office of the ADSR Sonarpur, recorded in Book No-I, Volume no-1608-2019, pages from 108515 to 108538, Being No-160804283 for the year 2019 dated 30.07.2019 of the One Part.

**AND**

**SRI ....., (PAN.....), (Aadhaar No. ....),**  
son of , aged about Years, by faith: , by Nationality: ,  
by occupation: , residing at – hereinafter called the  
**PURCHASER'/ALLOTTEE** (Which term or expression shall unless  
repugnant to the context meaning thereof be deemed to mean and include his  
heirs, executors, administrators, successor in interest and permitted assigns) of  
the **SECOND PART**

**AND**

**M/S DAMASK REALTY PRIVATE LIMITED** a private limited company having  
its PAN AAECD 7415 K and registered office at 18, Baishnabghata Road, P.O.  
Naktala P.S.- Netaji Nagar Kolkata- 700 047 being represented by one of its  
Directors namely SRI RATAN KUMAR GHOSH son of Late Haran Chandra Ghosh  
PAN: ADZPG 2916 K, Aadhaar No7142 0269 1142 of 18, Baishnabghata Road, P.O.  
Naktala P.S.- Netaji Nagar Kolkata- 700 047 hereinafter referred to as the  
DEVELOPER (which term of expression unless excluded by or repugnant to the  
context shall deem to mean and include its successors-in-office, administrator,  
executors, legal representatives and assigns) of the **OTHER PART**.

**Definition:**

For the purpose of this deed of conveyance, unless the context otherwise requires:

- a) "ACT" means the West Bengal Housing Industry Regulation Act 2017(West Ben. Act XLI of 2017)
- b) "Rules" mean the West Bengal Housing Industry Regulation Rules, 2018 made under the W.B.H.I. Regulation Act 2017.
- c) "Regulation" means the regulations made under the W.B.H.I. Regulation Act 2017
- d) "Section" means a section of the Act.

**WHEREAS:**

A. One Shailaja Bhusan Chakraborty, Sitangshu Bhusan Chakraborty each having one-third share and Subhendu Bhusan Chakraborty and Saradindu Bhusan Chakraborty each having one-sixth share were the recorded owners in respect of the total land measuring about 19 kathas and 8 chataks more or less lying in Mouja-Rajpur, Pargana- Medanmallah, J.L.No-55, R.S.No-109, Touji No-255 in R.S. Dag No-2128 formerly under R.S. Khatian no 886 thereafter Khatian Nos

1585,1587,1592 and 1593 under police station Sonarpur, District-South 24 Parganas.

- B. While in possession of the said land said Subhendu Bhusan Chakraborty died intestate leaving behind his mother Durga Debi, his wife Latika Debi, three sons namely Samir Chakraborty, Subhranshu Bhusan Chakraborty, Snehasish Chakraborty and one daughter Swapna Banerjee as his only heirs who jointly inherited the undivided share of the said deceased.
- C. Said Shailaja Bhusan Chakraborty also died leaving behind his wife Mahamaya Debi, five sons namely Soumendra Bhusan, Shakti Bhusan, Satyabrata, Sourendra, Samarendra Chakraborty and two daughters namely Bela Bose and Mitali Bhattacharya as his heirs who jointly inherited the share of the said deceased.
- D. Said Sitangshu Bhusan Chakraborty also died leaving behind his one son Sujit Bhusan Chakraborty and two daughters namely Dipti Mukherjee and Kanika Chatterjee as his only heirs who jointly inherited the undivided share of the said deceased in the said property.
- E. Said Saradindu Bhusan Chakraborty and other heirs of the said recorded owners, for their exclusive possession and enjoyment of their respective share, amicably partitioned the said property amongst themselves by executing one deed of partition on 27.03.1992. Said deed was registered in the office of the District Registrar at Alipore and recorded in Book No-I Volume no-105 pages 448 to 460 Being No-5602 for the year 1992.
- F. As per the said deed of partition dated 27.03.1992 said Saradindu Bhusan Chakraborty and heirs of late Suvendu Bhusan Chakraborty being the First Party jointly got land measuring about 5(five) kathas and 9(nine) chataks more or less out of the said total land to their share which has been described in schedule "kha" and depicted by red border in the plan annexed to the said deed.
- G. Being the owners in the manner stated above said Saradindu Bhusan Chakraborty and others mutated their names in respect of their said land being portion of Plot No 2128 under Khatian No 1592, 1593 in Mouja-Rajpur in the office of the Rajpur-Sonarpur Municipality and after such mutation and separate assessment said portion of land has been known and numbered as 548, Aghore Sarani, with in ward no 16 of the Rajpur-Sonarpur Municipality.
- H. While in possession and enjoyment of the said land and structure said Saradindu Bhusan Chakraborty, Durga Debi, Latika Debi and Samir Bhusan Chakraborty who was a bachelor died intestate leaving behind the owners no-1 to 3 of these

present as their heirs who are now in possession and enjoyment of the said property.

- I. As per the said deed of partition dated 27.03.1992 said heirs of Sailaja Bhusan Chakraborty namely Soumendra Bhusan Chakraborty and others being the Second Party, jointly got land measuring about 6 kathas and 1 chatak on the Southern portion and 1 katha 4 chataks and 13 sq.ft on the northern portion, in total 7 kathas 5 chataks and 13 sq.ft. more or less exclusively to their share which has been described in Schedule “Ga” and depicted by Blue colour in the plan annexed thereto.
- J. Being the owners said Soumendra Bhusan Chakraborty and other being owners no 4 to 10 of these present mutated their names in the office of the B.L.&L.R in respect of the said land being portion of Plot No 2128 under Khatian No 1587 in Mouja-Rajpur as well as in the office of the Rajpur- Sonarpur Municipality and after such mutation and separate assessment said portion of the land has been known and numbered as Holding no 549, Agore Sarani, within ward no 16 of Rajpur Sonarpur Municipality. Be it stated here that said Mahamaya Debi also expired during this period.
- K. Said heirs of Sitangshu Bhusan Chakraborty namely Sujit Bhusan Chakraborty and other being the third party were jointly allotted land measuring about 6 kathas 9 chataks and 32 sq. ft. more or less which has been described in schedule “GHA” and depicted by green colour in the plan annexed thereto.
- L. Accordingly said owners are now in possession and enjoyment of their respective portion without any interference from others.
- M. Said Subhrangshu Bhusan Chakraborty, Snehangshu Bhusan Chakraborty and Swapna Banerjee, the owners no 1 to 3 of these present have decided to develop their land measuring about 5(five) Kathas and 9(nine) chataks more or less being Holding No 548, Aghore Sarani and said Soumendra Bhusan Chakraborty and others, the owners no 4 to 10 of these present decided to develop their land on the southern side measuring about 6(six) Kathas and 1(one) chatak being portion of Holding No-549, Aghore Sarani i.e. in total 11(eleven) kathas and 10 (ten) chataks more or less comprising of two holdings as mentioned above and accordingly approached to the Developer of these present. Considering the proposal of the owners the developer has agreed to execute the project for their mutual benefit.
- N. The parties hereto enter into this agreement on the following terms and conditions.

- O. the building as per said approved plan and completed almost 80% of the construction there at.
- P. On the basis of an application the Purchasers herein have been allotted one self-contained flat in the being Unit No- , Having carpet area of **Sq. ft.** Built-up area of **Sq. ft.**, verandah area of **Sq. ft.**, and Maintenance chargeable area **sq ft**, on the side of **Floor**, and a car parking space No and the purpose of computation of monthly maintenance charges with undivided proportionate share in the land and right to use the common areas and facilities at the said project at or for the total consideration of Rs. /-(Rupees ..... ) only, Exclusive GST, (GST Amount Rs...../-).
- Q. On acknowledgement of receipt of the said total consideration the Developer for self and as attorney of the owners/vendor has agreed to execute this deed of conveyance in favor of the Purchasers.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of Rs. ....-/(Rupees.....) only, including GST the receipt, hereunder written, the Developer for self and as attorney of the Owners/Vendors hereby sell, transfer, convey, assign and assure to and unto the Purchasers All that one Designated Apartment / self-contained flat on the ..... side of the ..... Floor, being Unit No-..... comprising of Carpet Area of ..... square feet, balcony-.....' sq. ft., Built-up area ..... square feet and maintenance chargeable area of ..... square feet more or less, and a car parking space No ..... particularly described in Schedule-B below together with undivided proportionate share in the land underneath the building out of the total land as described in Schedule-A below and right to use and enjoy the common areas and facilities as described in Schedule-C below with rights and duties hereunder mentioned **TO BE HELD, ENJOYED AND POSSESSED** by the Purchasers upon mutating their names in the office of the Rajpur- Sonarpur Municipality in respect of the property hereby transfer reads absolute owners with all rights to sell, transfer, convey, gift, mortgage or encumber the same as per their discretion and choice **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easement and other stipulations and provisions in favour of the purchasers and the Developer/Vendors as are set out in Schedule -D hereto And subject to the covenants, terms and conditions as contained hereinafter and schedules hereto and on the part of the Purchasers to be observed, fulfilled and performed AND in the premises aforesaid.

**THE VENDORS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS** as follows:-

a) The interest which they do hereby professes to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the designated Apartment in the manner aforesaid.

b) It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any disturbance claim or demand whatsoever from or by them or any persons claiming through under or in trust for them AND freed and cleared from and against all manner of encumbrances, trusts, lien and attachments whatsoever created or made by the Vendors and the Developer save only those as are expressly mentioned herein. They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deed, matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

**IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO** as follows:-

The Developer hereby agrees and acknowledges, the Purchasers shall have the right to the Designated Apartment as mentioned below.

The Purchasers shall have exclusive ownership of the Designated Apartment with undivided proportionate share in the land.

The Purchasers shall use the common areas and facilities at the said project along with other occupants, maintenance staffs etc., without causing any inconvenience or hindrance to them and as per the Rules made in this respect. It is clarified that the Developer shall hand over the common areas to the Association, when formed.

**SINGLE UNIT**

SINGLE UNIT: The Purchaser agrees that the Designated Apartment shall be treated as a single indivisible unit for all purpose.

INDEPENDENT PROJECT: It is agreed that the Project is an independent, self-

contained Project covering the said Land. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.

**CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchasers have also seen the layout plan and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.

**POSSESSION OF THE DESIGNATED APARTMENT:** The Purchasers acknowledge and confirm that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchasers and complete with all specifications, amenities and facilities of the project.

**PAST OUTGOINGS :** The Purchasers acknowledge, accept and confirm that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including those mentioned in the Agreement), to the satisfaction of the Purchasers and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levee impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

**MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchasers separately to the Association.

**DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of



the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchasers within a period of 5 (five) years from the date of completion certificate, 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 Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchasers or any other Co-owner or Association and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association or competent authority.

**RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchasers agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**USAGE: Use of Service Areas:** The service areas if any located within Su Casa Garden are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set room, underground water tank, Pump room, maintenance and service room, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchasers shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

**COMPLIANCE WITH RESPECT TO THE APARTMENT:**

The Purchasers shall with effect from the date of possession be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at their own cost ,in good repair and condition and shall not door suffer to be done anything or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium

(if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Purchasers further undertake, assure and guarantee that they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, Building or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior Elevation or design. Further the Purchasers shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove any wall including the outer and load bearing wall of the Designated Apartment. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchasers accept the full knowledge of all laws, rules, regulations, notifications applicable to the project.

7. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act. In this regard, the Purchasers agree and accept that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Rajpur- Sonarpur Municipality and upon complying with the applicable provisions of the Act and/or Rules.

8.ENTIRE CONTRACT: This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

9. WAIVER NOT A LIMITATION TO ENFORCE: Failure on the part of the Parties to enforce at any time or for any period of time the provisions here of shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

10.SEVERABILITY: If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

11. PLACE OF EXECUTION: The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Sonarpur.

13. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with applicable laws of India for the time being in force.

14. OTHER TERMS AND CONDITIONS: The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

## SCHEDULE "A"

### (Description of the LAND with Boundaries in all four directions)

**ALL THAT** piece and parcel of land measuring as per deed (11 Cottas 10 Chittaks) more or less lying and situated at Mouza – Rajpur, J.L. No. 55, R.S. Dag no. 2128, R.S. Khatian no. 1585, 1587,1592.1593, of Ward No. 16 , Holding no. 549, Aghore Sarani Road, under P.S :- Sonarpur under the jurisdiction of Rajpur -Sonarpur Municipality of Ward No. 16 within Sub-Registration office at Sonarpur in the District South 24 Parganas, morefully and particularly described in the **FIRST SCHEDULE** and demarcated by Red Border in the plan annexed hereto.

**On the North :: Part of Dag No. 2128**

**On the South :: 6ft. wide common passage**

**On the East :: by vacant land of Late Sita Nath Bhattacharya**

**On the West :: 40 feet Wide Municipality Road.**

## SCHEDULE -B

### (Description of the Apartment and Appetencies)

**ALL THAT** one self-contained Residential Flat, Flat No. , on the Floor, having Carpet area Sq. Ft. , built up area Sq. Ft., Balcony area sqft and Maintenance Chargeable area sqft more or less comprising of 2 (Two) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. together and together with proportionate undivided share in the underneath the building and right to use the common areas and facilities to be provided at the said premises.

c) Floor plan of the Apartment.

## SCHEDULE-C

### (Description of common areas and facilities)

- 1, Land underneath the building out of the total land described in Schedule-A above, passages for egress and ingress, main entrance and entrance gate.
2. Stair case, lobbies and stair landings, super structure of the building, roof, care-

taker room, meter-room, all plumbing fittings and distribution pipes.

3. Underground and overhead water reservoirs, motor pump and space for housing the said motor pump.

4. Drainage and Sewerage system

5. Lift, Lift-well and Lift room

6. Generator power -500 W for 2BHK and 750W for 3BHK flats, A.C. community Hall, Water treatment Plant (Iron removal only), intercom system, CCTV, Indoor games space, Kids corner and Transformer for the said project.

#### **SCHEDULE- D**

##### **DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:**

DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context: "this Deed" shall mean this Deed and Schedules all read together. "Co-owners" shall mean (a) all the Purchasers/co-owners of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter shall mean the respective Vendor and/or Promoter; "sanctioned plan" shall mean the plan sanctioned by the Rajpur- Sonarpur Municipal Corporation vide Building Permit No 69/CB/16/33, dated 01.10.2022.and include additions/alterations vide modified plan upon sanction and otherwise subject to compliance of the Act. "Maintenance in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter; "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common and shall also include the purposes of managing maintaining and up-keeping at the costs and expenses of the Unit holders taking parking facility at the Mechanical Parking System and until such time as such Unit Holders or two third majority of them decide to manage, maintain and up-keep the same installation The said Building shall contain certain Common

Areas as specified in Schedule E hereunder written and which the Purchasers shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. Subject to the Purchasers not committing any default in observance of the House Rules the Purchaser shall have the non-exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common as aforesaid and subject to the terms and conditions contained herein. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchasers either independently or in common with any other Co-owner.

The Project contains open and covered parking spaces as per sanctioned plans (“Car Parking Areas”). In addition, the Project also contains open spaces which are not forming part of the amenities and facilities mentioned herein and which can be used for parking “Open Parking Areas”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have parking space in the Project. The Purchasers agree and undertake not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other purchaser nor to disturb the use of the allotted parking space by the concerned purchaser. The ownership and enjoyment of the Designated Apartment by the Purchasers shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule below.

- 1 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchasers, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at anytime.
- 2 In case the Purchaser has obtained any housing loan or finance to pay the

consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone.

- 3 The Project shall bear the name "SU CASA DIVINE" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

### **SCHEDULE E–EASEMENTS:**

#### **(Easements Granted to the Purchaser)**

- A.** The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
  - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
  - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
  - d. The right of the Purchasers with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as

may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchasers' intentions to enter to the Maintenance In-charge and the Co-owner affected thereby.

e. All the above easements are subject to and conditional upon the Purchasers paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchasers under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchasers to be observed and performed hereunder.

**B.** The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:

a. The right of access and use of the Common Areas in common with the Purchasers and/or other person or persons entitled to the other part or parts or share or shares of the Project.

The right of flow in common with the Purchasers and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project

b. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.



- c. The right as might otherwise become vested in the Purchasers by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior
- d. Forty-eight hours written notice of its or their intention for such entry as aforesaid.

The Purchasers shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchasers shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge, in writing.

### **SCHEDULE-F**

#### **(HOUSE RULES)**

- A. HOUSE RULES: The Purchasers bind themselves and covenant to abide by the following rules, regulations and restrictions ("House Rules"):
  - 1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any

activity which may cause nuisance or annoyance to the Co-owners that unless the right of parking is expressly granted, the Purchasers shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land).

In case the Purchasers apply for parking space, the facility of such parking shall be subject to the following conditions:-

- (i) the Purchasers shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or how so ever;;
- (ii) the Purchasers shall use the Parking Facility, only for the purpose of parking only.  
No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (iii) The Purchasers shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to them.
- (iv) The Purchasers shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchasers may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
- (v) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- (vi) In case due to any enactment any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchasers is not permissible, then the Purchasers shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
- (vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility

2. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
3. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchasers to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchasers shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchasers shall have the right install window/ split air-conditioners at the place/s provided there for in the Designated Apartment.
4. To apply for and obtain at their own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
5. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
6. not to close or permit the closing of verandas or lounges or balconies or lobbies and common areas.
7. not to install or keep or operate any generator in the Designated Apartment

or in the or balcony/veranda if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Said Building or the said Land save the battery operated inverter inside the Designated Apartment.

8. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders not to allow the watchmen, driver, domestic servants or any other person Employed by the Purchasers or their Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
9. No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
10. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
11. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.
12. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause

to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.

13. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the said Land

14. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

15. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the said Land

16. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

17. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandas, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated and to strictly maintain the outer elevation synergy of the Project.

18. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

19. not to change or alter the guard rail installed at the Designated Apartment nor to cover or enclose the same. In case the grill and/or guard rail require any repair, replacement or paint, the Purchaser shall inform the Maintenance-In Charge who shall take necessary steps at the cost and expenses of the Purchasers.
20. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
21. not to put up or install either permanently or temporarily any idol and/or symbol (digital or printed) of God at the common walls or places in the Common Areas or any part thereof.
22. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners, it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Vendors and/ or the Promoter to use or permit any other Unit or portion of the Said Building to be used for residential and non-residential purposes.
23. If any visitor car park is provided by the Promoter, to abide by the following conditions pertaining to the use thereof:
  - The parking in the visitor car park shall be on first come first serve basis and to the extent available;
  - Parking during night or for more than 4 hours at a time shall not be allowed at the Visitor parking space;

The Drivers of the visitor car park shall not be allowed or permitted to loiter around inside the Complex or enter upon the inside of the Project or create any nuisance;

The cars to be parked shall strictly be in accordance with the instructions of the security agencies of the Maintenance In-charge;

Only if the visitor is connected to a Co-owner shall his car be allowed to be parked.

The Purchasers and/or any other Co-owner whose visitor's car is parked at the Visitor Car Parking shall be liable for all untoward incidents arising out of such parking or any acts or omissions of the visitor or his driver etc.

24. To allow and permit the Promoter the following rights and authorities:-

1. The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co- owners (but with possibility of outsiders being also provided services there from by the vendors/supplier/service provider) against applicable charges

and terms and conditions there for. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipment and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tan to subsidize meet the Common Expenses to that extent.

i) The Promoter, may if so deemed fit and in their absolute discretion, identify any portion in the open space in the Ground Level at the said Land as a space earmarked for parking upto 3 (three) medium size motor cars by the visitors/guest of the Promoter and/or Owners and/or the Co-owners subject to the applicable Rules and Regulations and also such other rules and regulations and on such terms and conditions as the Promoter and/or the Association, upon its formation, may from time to time decide and the Purchasers unequivocally and categorically agree to follow the same without any objection and interference whatsoever.

25. The Purchasers bind themselves and covenant to bear and pay and discharge the following expenses and out goings:-

(i) Property tax and/or Municipal rates and taxes and water tax (if any) assessed on or in respect of the Designated Apartment and Appurtenances directly to the



Rajpur- Sonarpur Municipality, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchasers shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

(ii) All other taxes impositions lavishes and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Purchasers or the Maintenance In-charge and the same shall be paid by the Purchasers wholly in case the same relates to the Designated Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

(iii) Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss).

(iv) Charges for water, and other utilities consumed by the Purchasers and/or attributable or relatable to the Designated Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case maybe.

(v) Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.2/-(Rupees two) only per/Square foot per month of the Unit Area to be increased every three years by 15% of the amount then payable. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

(vi) In case the Purchasers have opted for the Parking Facility, the Purchasers shall pay the Parking Facility Maintenance Charges calculated @Rs.300/- per annum to be increased every three years by 15% (fifteen percent) of the amount then payable.

(vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load, taken by the Purchasers.

(viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case maybe.

(ix) All payments to be made by the Purchasers shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchasers or in the letter box earmarked for the Designated Apartment Provided

That any amount payable by the Purchasers directly to any authority shall always be paid by the Purchasers within the stipulated due date in respect thereof and the Purchasers shall bear and pay the same accordingly and without any delay, demur or fault.

(x) The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchasers irrespective of whether or not the Purchasers use or are entitled to or are able to use all or any of the Common Areas and any non-user or non- requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchasers. The liability of the Purchasers to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchasers to take possession.

(xi) In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchasers under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchasers hereunder, the Purchasers shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchasers and their employees customers agents tenants or licensees and/or the Designated Apartment.

27. The Purchasers shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchasers and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchasers or the servants agents licensees or invitees of the Purchasers and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchasers.

28. The Developer shall have absolute authority and control of every affairs with regard to such maintenance. All the allottees shall remain bound to obey the rules and decision of the Developer in this regard. The Developer for the purpose of maintenance of building for the period of the intial 2 years shall have the authority to depute an individual to look after such maintenance or appoint a service management organization. The developer will nominate a person or organization who will be responsible for collection of maintenance service fees and Allottees will remain obligated to pay the maintenance fees in favour of the nominated entity at the time of registration of this deed of conveyance@ Rs. 2.00 per sq. ft. are including generator fuel Charges but excludes AMC and other renewal charges as applicable on capital equipment like lift generator etc. the Developer shall not remain answerable to the allottees for carrying out such management and expenses thereof. On or before the expiry of the said 2 years the Developer and shall form add-hoc committee for looking after such maintenance at its sole discretion choice and all the allottees shall remain liable to abide by the decisions of said add-hoc

committee without reason any objection there to. On formation of the owners association or opening the bank account the Developer shall handover the said reserve fund the association who will be in charge of such maintenance thereafter, the developer shall have no liability with regard to maintenance financially or otherwise. But developer may extend its cooperation if required.

29. The Purchasers bind themselves and covenant to bear and pay and discharge the following expenses and out goings:-

Property tax and/or Municipal rates and taxes and water tax (if any) assessed on or in respect of the Designated Apartment and Appurtenances directly to the Rajpur-Sonarpur Municipality, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchasers shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Purchasers or the Maintenance In-charge and the same shall be paid by the Purchasers wholly in case the same relates to the Designated Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.

Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss).

Charges for water, and other utilities consumed by the Purchasers and/or attributable or relatable to the Designated Apartment and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case maybe.

All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case maybe.

All payments to be made by the Purchasers shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchasers or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Purchasers directly to any authority shall always be paid by the Purchasers within the stipulated due date in respect thereof and the Purchasers shall bear and pay the same accordingly and without any delay, demur or fault.

The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of

such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchasers irrespective of whether or not the Purchasers use or are entitled to or are able to use all or any of the Common Areas and any non-user or non- requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchasers. The liability of the Purchasers to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchasers to take possession.

In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchasers under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchasers hereunder, the Purchasers shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchasers and their employees customers agents tenants or licensees and/or the Designated Apartment.

31.The Purchasers shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchasers and shall also indemnify the

Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchasers or the servants agents licensees or invitees of the Purchasers and/or any breach or non-observance non-fulfilment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchasers.

32. For maintenance of the common areas and facilities, one reserve fund will be created and each allottee shall contribute a lumpsum Rs. 10,000/ only for such reserve fund. The Developer shall look after the management and maintenance of the building for first two years, commencing date will be informed later.

1. OPERATIONAL: All expenses for running and operating all machines equipment and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, and also the costs of repairing, renovating and replacing the same.
2. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
3. ASSOCIATION: Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
4. TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
5. INSURANCE: Insurance premium for insurance, if so done, of the



Building (except individual units) against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

- 6. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 7. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
- 8. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Association for the common purposes.

**IN WITNESSES WHEREOF** parties hereto put their respective hand and seal on the day, month and year written above.

Witnesses:

1.

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OWNERS

2.

-----  
PURCHASERS

Draftedby me

Typed by me

.....  
DEVELOPER

**MEMO. OF CONSIDERATION**

RECEIVED a sum of Rs.                    /-(Rupees                    ) only, and GST Rs. /- only from the Purchasers towards entire consideration for the flat and car parking space hereby sold in the following manner:-

<b>Date</b>	<b>Bank/Branch</b>	<b>Cheque/Draft No</b>	<b>Amount</b>	<b>GST</b>

GST....                    Principal                    Rs.                    /-

WITNESSES:

1.

2.

.....  
**DEVELOPER**