



पश्चिम बंगाल WEST BENGAL

88AB 921766

DEED OF CONVEYANCE

1. Date: \_\_\_\_\_ 202.....

2. Place: Kolkata

3. Parties:

**BY AND BETWEEN**

3.1 **Shrachi Developers Pvt Ltd**, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station: Anandapur, Post Office: Madurdaha Kolkata: 700107, having Income Tax Permanent Account No. AADCS8010J, represented by its authorised representative \_\_\_\_\_, working for gain at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur, Post Office -Madurdaha, Kolkata - 700 107, hereinafter referred to as the "**Lessee**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**

**AND**

3.2 **Shrachi Beeu Projects LLP**, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station: Anandapur, Post Office: Madurdaha Kolkata: 700107, having Income Tax Permanent Account No. ALAPK3736E, represented by its authorised representative \_\_\_\_\_, working for gain at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur, Post Office -Madurdaha, Kolkata - 700 107, hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the **SECOND PART**.

The Lessee and Developer hereinafter collectively referred to as the "**Transferor**"

**AND**

3.3 Transferee:

In case of single Individual Transferee

\_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_

\_\_\_\_\_, District \_\_\_\_\_, Pin - \_\_\_\_\_, hereinafter referred to as the "Transferee".

OR

In case of the Transferee being a Company

\_\_\_\_\_, a company within the meaning of Companies Act, 2013 having its registered office at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account no. \_\_\_\_\_, represented by its Authorised Signatory \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_, authorised vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "Transferee".

OR

In case of the Transferee being a Partnership Firm

\_\_\_\_\_, a Partnership Firm established under the Indian Partnership Act, 1932 and having its office at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account no. \_\_\_\_\_, and represented by its Authorised Partner \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_, authorised vide Partners Resolution/Letter of Authority dated \_\_\_\_\_, hereinafter referred to as the "Transferee".

OR

In case of the Transferee being a Trust/Society

\_\_\_\_\_, a Trust/Society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account no. \_\_\_\_\_, and represented by its \_\_\_\_\_, Mr. \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_, authorised vide Letter of Authority dated \_\_\_\_\_, hereinafter referred to as the "Transferee".

OR

In case of the Transferee being a HUF

Mr. \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account No. \_\_\_\_\_, hereinafter referred to as the "Transferee".

The term "Transferors" shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and assigns.

The term "Transferee" shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals, his/her/their respective heirs, successors, legal representatives, executors, administrators and assigns, in case of a Company, its successors-in-interest and assigns, in case of a Partnership Firm, the partners of the firm for the time being and their successors and assigns, in case of Trusts/Societies, the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and assigns and in respect of an HUF, the heirs, representatives, executors, administrators, successors-in-interest and assigns of the Karta of the HUF as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and assignees.

The terms "Transferors" and "Transferee" are collectively referred to as Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance:

4.1 Said Unit: \_\_\_\_\_-Type Commercial Unit No. \_\_\_\_\_, having total carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less lying and situate on land admeasuring \_\_\_\_\_ square meters, more or less situated in 34/1, Khudiram Bose Sarani, Kolkata- 700037 within Tala P.S. and Ward no. 3 of the Kolkata Municipal Corporation more particularly described in Part-I of Second Schedule below (collectively Said Unit) and delineated on Plan B annexed hereto and bordered in Red colour thereon, within the Project Tiara Commercial constructed on the ALL THAT piece and parcel of plots of land admeasuring an area of \_\_\_\_\_ (\_\_\_\_\_) decimal, be the same a little more or less, equivalent to \_\_\_\_\_ (\_\_\_\_\_) square meter, be the same a little more or less, for commercial purpose, situated at 34/1, Khudiram Bose Sarani, Kolkata - 700037 within Tala P.S. and Ward no. 3 of the Kolkata

Municipal Corporation, more particularly described in the First Schedule below and delineated on Plan A annexed hereto and bordered in Red colour thereon with pro rata share in the common areas of the Said Complex.

4.2 Share In The Common Portions: Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, parts, amenities, facilities and installations in the Said Complex described in the Third Schedule below (collectively Common Portions), as be attributable to the Said Unit.

4.3 Other Appurtenances: All other rights appurtenant to the Said Unit.

4.4 Said Unit and Appurtenances: The subject matter of this Deed of Conveyance are Clauses 4.1 and 4.2 above, which are collectively described in Part-II of the Second Schedule below (collectively Said Unit And Appurtenances).

## 5. Background:

5.1 West Bengal Transport Corporation Ltd formerly known as The Calcutta Tramways Company (1978) Limited, a Government of West Bengal undertaking and a Government company within the meaning of the companies Act, 1956 having its registered office at 12, R.N. Mukherjee Road, Kolkata- 700001, hereinafter referred to as "**WBTCCL**" (**Owner**), is the absolute and lawful owner of all that piece and parcel of land containing an area of 59.33 cottahs, more or less situated lying at and being part of its Depot at 34, Khudiram Bose Sarani, Kolkata- 700037 since separated and renumbered as premises no. 34/1, Khudiram Bose Sarani, Kolkata- 700037 within Tala P.S. and Ward no. 3 of the Kolkata Municipal Corporation hereinafter referred to as the "**Project Land**" and had decided to promote a project for construction and development therein. By a Lease dated 20<sup>th</sup> October, 2022 registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2022, Pages 1075335 to 1075365, being No. 190418169 for the year 2022, hereinafter referred to as the "**Head Lease**", WBTCCL has granted a lease of the Project Land to the lessee M/s. Shraichi Developers Pvt Ltd.

5.2 By a Registered Development Agreement dated 17<sup>th</sup> February, 2023, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, at Pages 185842 to 185886, being Deed No. 190403270 for the year 2023, the said lessee Shrachi Developers Pvt Ltd have appointed **SHRACHI BEEU PROJECTS LLP** (the Developer herein) to develop the project land and accordingly have granted a Power of Attorney executed on 14<sup>th</sup> March 2023 and registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2023, at Pages 210301 to 210324, being Deed No. 190403869 for the year 2023, in favour of the Developer in this regard.

5.3 The Promoter herein is undertaking the development of the said Property hereinafter referred to as the "Tiara Commercial".

5.4 Approvals: With the intention of developing and commercially exploiting the land of the Said Complex by constructing Tiara Commercial thereon and selling/transferring various units/spaces/units/shops /closed parking spaces therein, the Transferors have obtained the layout plan, building plan bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (Sanctioned Plan), specifications and approvals for the Said Complex (including the Said unit, Closed Parking Spaces and Commercial units / shops) duly sanctioned by the Competent Authority i.e. \_\_\_\_\_ for construction of the Said Complex, which shall include all further sanctions, vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by \_\_\_\_\_ and other concerned authorities.

5.5 RERA Registration: The Transferors have registered the Said Complex as a 'Real Estate Project' with the Real Estate Regulatory Authority ("RERA Authority") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with Registration No. \_\_\_\_\_ for Tiara Commercial.

5.6 Allotment to Transferee: Pursuant to an application made by the Transferee herein for purchase of a Unit in the Said Complex, the Developer by its letter dated \_\_\_\_\_ (Allotment Letter) agreed to allot in favour of the Transferee, the Said Unit at and for the agreed consideration of Rs.

\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only), subject to the Transferee agreeing to the terms and conditions contained in the Allotment Letter as also to the Application Form and subject further to the Transferee making payment of the agreed and settled price in the manner and by the installments agreed between them.

5.7 Agreement for Sale: Subsequent to the Allotment Letter dated \_\_\_\_\_ issued by the Developer to the Transferee, the Transferors and the Transferee have executed a Registered Agreement for Sale dated \_\_\_\_\_, registered in the Office of the \_\_\_\_\_, recorded in Book No. I, Volume No. \_\_\_\_\_, at Pages \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year \_\_\_\_\_ (Sale Agreement), in respect of the Said Unit And Appurtenances on the terms and conditions contained therein.

5.8 Completion of Construction: The Developer has since completed construction of the Said Complex in all respects and has accordingly obtained the Completion Certificate/Building Occupation Certificate.

5.9 Calling Upon Transferee to Take Possession: Upon such completion of construction, the Transferors called upon the Transferee to take possession of the Said Unit contained in the Said Complex and upon payment of the agreed settled price in full and also upon compliance of all the formalities and pursuant thereto the Transferee has taken possession of the Said Unit after satisfying himself in all respects with the Plans sanctioned by the Authority, the construction of the Unit, the Common Portions and the Said Unit made by the Transferors (including the quality and specifications thereof, the carpet area, built up area, the workmanship, specifications, quality of materials used and the structural stability of the Unit) and confirms that the Transferors have complied with all their obligations and that the Transferee has no claim of whatsoever nature against the Transferors on any account whatsoever and the Transferee after such satisfaction has agreed to conclude the contract herein by executing and registering this Deed of Sale cum Transfer.

6. Transfer:



6.1 Hereby Made: In pursuance of the Allotment Letter in favour of the Transferee and the Transferee requesting the Transferors to convey/grant the Said Unit And Appurtenances, described in Part-II of the Second Schedule hereto and in consideration of the Transferee agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter:-

6.1.1 By Transferor: The Transferors doth hereby grant, sell, convey, transfer, assign and assure unto the Transferee, the Said Unit And Appurtenances, being the:

(a) Said Unit: Said Unit, more fully described in Part-I of the Second Schedule hereto and delineated on Plan-B annexed hereto and bordered in Green colour thereon,

(b) Share In The Common Portions: Undivided, proportionate, indivisible and impartible share and/or interest in the Common Portions, described in the Third Schedule hereto, as be attributable to the Said Unit,

(c) Other Appurtenances: All other rights appurtenant to the Said Unit.

7. Consideration: The aforesaid sale and/or transfer of the Said Unit And Appurtenances in favour of the Transferee is being made in consideration of the total agreed and settled sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (Agreed Consideration), which includes the consideration received towards price of the Said Unit including the price of land and the Share in the Common Portions and the Transferors hereby and by the Receipt and Memo mentioned below, admit and acknowledge the same.

8. Terms of Transfer:

8.1 Conditions Precedent:

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

(a) The right, title and interest of the Transferors in respect of the Complex, and the Said Unit And Appurtenances;

(b) The Plans as approved by the Authority;

(c) The design, layout, accommodation, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Building/Unit and the Common Portions including the quality, specifications, materials, workmanship and structural stability thereof.

8.1.2 Measurement: The Transferee is fully satisfied in all respects whatsoever regarding the area of the Said Unit and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.2 Salient Terms: The transfer being effected by this Conveyance is:

8.2.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.

8.2.2 Absolute: absolute, irreversible and perpetual.

8.2.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.2.4 Benefit of Common Portions: together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the Third Schedule below, respectively in common with the Intending Transferee.

8.2.5 Other Rights: together with all other rights appurtenant to the Said Unit And Appurtenances.

8.3 Subject to: The transfer of the Said Unit And Appurtenances being effected by this Conveyance is subject to:

8.3.1 Payment of Common Expenses: the Transferee regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (Common Expenses), an indicative list of which is given in the Fourth Schedule below.

8.3.2 Easements And Quasi-easements: the Transferee observing, performing and accepting the easements, quasi-easements and other stipulations (collectively Easements and Quasi-easements), described in the Fifth Schedule below.

8.3.3 Observance of Covenants: the Transferee observing, performing and accepting the stipulations, regulations, restrictions and covenants (collectively Covenants), described in the Sixth Schedule below.

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

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

Transferors and/or their successors-in-interest or assigns by reason of any default of the Transferee.

9. Possession:

9.1 Delivery of Possession: At or before the date hereof, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Unit has been handed over by the Transferors to the Transferee, which the Transferee admits, acknowledges and accepts.

10. Outgoings:

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

11. Holding Possession:

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

12. Further Acts:

12.1 Transferors to do: The Transferors hereby covenant that the Transferors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Transferee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Transferee to the Said Unit And Appurtenances.

### 13. General:

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

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

### 13.3 Entitlements of the Transferors:

13.3.1 The Transferee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand Tiara Residency/ Tiara Commercials (Said Signage) of the Transferors being erected on the parapet walls and/or the facade of the Said Complex and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Transferors. The Transferors shall maintain the Said Signage at its own cost and in this regard, the Facility Manager, shall have no connection with such maintenance. If the Said Signage is illuminated, the Transferors shall bear the charges for actual electricity consumed for illumination on the

basis of a separate meter specifically installed for this purpose. Neither the Transferee nor the Transferee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Transferor to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing of the Said Signage, the Transferors and/or the men and agents of the Transferors shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the same without any obstruction or hindrance either from the Transferee or the Facility Manager for all times to come. The Transferee further agrees not to use the name/mark "Tiara Commercial" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Unit and if the Transferee does so, the Transferee shall be liable to pay damages to the Transferors and shall further be liable for prosecution for use of such mark.

#### 14. Interpretation:

14.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

14.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

14.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

14.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

First Schedule

(Said Complex)

ALL THAT the piece and parcel of plots of land admeasuring an area of \_\_\_\_\_ (\_\_\_\_\_) decimal, be the same a little more or less, equivalent to \_\_\_\_\_ (\_\_\_\_\_) square meter, be the same a little more or less, for commercial purpose, situated at 34/1, Khudiram Bose Sarani, Kolkata- 700037 within Tala P.S. and Ward no. 3 of the Kolkata Municipal Corporation Police Station- Tala, West Bengal, delineated on the Plan-A annexed hereto and bordered in Green colour thereon. The Said Complex is butted and bounded as follows:

On the North : By \_\_\_\_\_

On the East : By \_\_\_\_\_

On the South : By \_\_\_\_\_

On the West : By \_\_\_\_\_

## Second Schedule

### Part-I

(Said Unit)

The Said Unit, being \_\_\_\_\_-Type Commercial Unit No. \_\_\_\_\_, having total carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less lying and situate on, 34/1, Khudiram Bose Sarani, Kolkata- 700037 within Tala P.S. and Ward no. 3 of the Kolkata Municipal Corporation, Police Station-Tala, being constructed within the Said Complex named 'Tiara Commercial'. The Said Unit is delineated on the Plan-B annexed hereto and bordered in Green colour thereon.

### Part-II

(Said Unit And Appurtenances)

[Subject Matter of Conveyance]

The Said Unit, being \_\_\_\_\_-Type Commercial Unit No. \_\_\_\_\_, having total carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, more fully described in Part-I of the Second Schedule hereto Together With undivided, proportionate, indivisible and impartible share and/or interest in the common areas, parts, amenities and facilities in the Said Complex, described in the Third Schedule hereto, as be attributable to the Said Unit and as are common between all the intending Transferees of the Said Complex/Said Project, namely, 'Tiara Commercial' And Together With all other rights appurtenant to the Said Unit.



Third Schedule  
(Common Portions)

1. Internal roads, path and passages and circulation area.
2. sewerage and drainage facilities
3. Rain water harvesting tank and network system .
4. Boundary wall and security room .

Fourth Schedule  
(Common Expenses)

1. Maintenance: All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions.
2. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including generator, firefighting equipment, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Portions.
3. Staff: The salaries of and all other expenses of the staff to be employed for the Common Portions, including durwans, sweepers, plumbers, electricians, etc. and their perquisites, bonus and other emoluments and benefits.

4. Maintenance Body: Establishment and all other expenses of the Maintenance Body (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Transferors until handing over to the Maintenance Body.
  
5. Insurance: Insurance premium and other expenses for insuring the Units and/or the Common Portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion, lighting, etc.
  
6. Common Utilities: All charges and deposits for supplies of common utilities, in common.
  
7. Electricity: Electricity charges for the electrical energy consumed for the Common Portions.
  
8. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
  
9. Rates and Taxes: Property Tax, Water Tax, surcharge, outgoings and levies in respect of the Complex and the Building save those separately assessed on the Transferee.
  
10. Reserves and Miscellaneous: All other expenses, taxes, rates and other levies as are deemed by the Transferor to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

## Fifth Schedule

### (Easements And Quasi-easements)

The Transferee and the other intending Transferees shall allow each other, the Transferors and the Maintenance Body, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Transferee shall also be entitled to the same:

1. Right of Common Passage on Common Portions: The right of common passage, user and movement in all Common Portions.
2. Right of Passage of Utilities: The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Complex.
3. Right of Support, Shelter and Protection: Right of support, shelter and protection of each portion of the Building by other and/or others thereof.
4. Right over Common Portions: The absolute unfettered and unencumbered right over the Common Portions subject to the terms and conditions herein contained.
5. Appurtenances of Said Unit And Appurtenances: Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Unit And Appurtenances.
6. Right of Enter: The right, with or without workmen and necessary materials, to enter upon the Unit, including the Said Unit And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without

such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.

#### Sixth Schedule

#### (Covenants)

1. The Transferee shall on and from the Possession Date of the Said Unit pay all property taxes, rates, charges, levies, impositions and outgoings payable for the time being by the Transferee as owners or the occupiers of the Said Unit And Appurtenances including Common Expenses in respect of the Said Complex and future phases proportionately and the Said Unit wholly.

2. The Common Portions described in the Third Schedule hereto shall at all times be held by the Transferee along with all other intending Transferees for the time being of all Units in all the buildings of the Said Complex and shall be used and enjoyed by them in common amongst themselves.

3. The Transferee shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the Common Portions and the Transferee along with the other intending Transferees for the time being of different Units in the Said Complex thereof shall use the Common Portions for the purposes for which they are created without hindering or encroaching upon the lawful rights of other intending Transferees and occupiers of other units of the Said Complex and/or other parts and portions thereof.

4. The Transferee agrees that the Said Unit shall always be treated as a part and parcel of the Said Complex including its future phases and the Transferee shall never be entitled on any ground whatsoever to make partition or division or to claim to have partition of the Said Unit from the Said Complex and shall always be liable to bear the common expenses as agreed between the Parties herein and shall always adhere to the rules and

regulations of the Facility Manager/Association (upon formation) as may be framed from time to time.

5. The right of user of the Transferee of the Common Portions shall not be transferable except along with the Said Unit hereby sold and shall be deemed to be transferred with the Said Unit even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

6. The Transferee agrees, undertakes and covenants to not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Said Complex and/or the transfer, sale or disposal of any other Unit or portion of the Buildings. In default, the Transferee shall be responsible and liable for all losses and damages which the Transferors or any of them may suffer in this regard.

7. The Transferee agrees, undertakes and covenants not to obstruct or hinder the development of the Tiara Commercial.

8. The Transferee shall use the Said Unit only for commercial purposes and shall not allow the Said Unit to be so used as to cause annoyance to the owners/occupiers of the adjoining or neighbouring units/buildings and shall not also allow it to be used for any unhygienic, unlawful or immoral purposes or purposes subversive to the Government established by law in India.

9. The Transferee hereby agrees and undertakes to indemnify and keep indemnified the Transferors of from and against all losses, damages claims, demands, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Transferee or the servants, agents, licensees, invitees or visitors of the Transferee. The Transferee hereby further agrees and undertakes to indemnify and keep indemnified the Transferors also against all actions, claims, proceedings, costs, expenses

and demands made against or suffered by the Transferors relating to the above.

10. The Transferee admits, acknowledges and understands that notwithstanding anything herein stated, all Common Portions will be those whose user rights are not earmarked for specific persons or for specific purposes.

11. The Transferee agrees, undertakes and covenants to not object to any change and/or variation in the Transferee's share in the Common Portions.

#### Seventh Schedule

1. Children's play zone

2. Rooftop Garden

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this the day, month and year first above written.

Sealed, signed and delivered by the

TRANSFERORS AND TRANSFEREE in presence of:

Witnesses:

SHRACHI DEVELOPERS PRIVATE LIMITED  
*Balu De*  
Authorized Signatory

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LESSEE

Shrachi Beu Projects LLP

*Balu De*  
Authorised Signatory

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DEVELOPER

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TRANSFEREE

Drafted by:

## Receipt and Memo of Consideration

Received from the within named Transferee the within mentioned sum of  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards full and final  
payment of the Agreed Consideration for sale of the Said Unit And  
Appurtenances, described in Part-II of the Second Schedule above.

Witnesses:

1.

2.

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Developer