

DRAFT- DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** ("Deed") is made on this [] day of [] 2023 at []

BY AND AMONG:

(1) PS GROUP REALTY PRIVATE LIMITED (CIN No U65922WB1988PTC044915) [PAN AABCP5390E], a company within the meaning of the Companies Act, 2013 and having its registered office at 1002 E.M. Bypass, Police Station- Pragati Maidan (previously - Tiljala), Post Office- Dhapa, Kolkata – 700105 **(Owner No.1)**

(2) RASHI HOLDINGS PVT. LTD. (CIN U26106WB1992PTC056714) (PAN AABCR3440D) a company within the meaning of the Companies Act 2013 having its registered office situated at 'Anusuya', 3rd Floor, 62/7, Ballygunge Circular Road, Police Station- Ballygunge, Post Office – Ballygunge, Kolkata 700 019, **(Owner No.2);**

represented by its constituted attorney **SKIES ENCLAVE LLP, (PAN AEDFS1429N)**, a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Police Station- Pragati Maidan, Post Office- Dhapa, Kolkata – 700105 Acting through its authorised representative **MR. RADHE SHYAM PANCHARIA [INCOME TAX PAN AEQPP5365K] [Aadhar No. 6761 0059 7035] [Mobile No. 98362 99925]**, son of Sri Bhanwar Lal Pancharia, residing at 1/11, Arbinda Nagar, Police Station – Jadavpur, Post Office – Bijoygarh, Kolkata – 700 032, by Power of Attorney dated 29/07/2022v registered in the Office of the District Sub Registrar-III, South 24 Parganas in Book-I, Volume number 1603-2022, Pages from 440534 to 440556 being No. 160312744 for the year 2022.

The Owner No. 1 & Owner No. 2 hereinafter collectively referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

SKIES ENCLAVE LLP, (PAN AEDFS1429N), a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having its registered office at 1002, E M Bypass, Police Station- Pragati Maidan, Post Office- Dhapa, Kolkata – 700105 represented by its constituted attorney **MR. RADHE SHYAM PANCHARIA [INCOME TAX PAN AEQPP5365K] [Aadhar No. 6761 0059**

7035] [Mobile No. 98362 99925], son of Sri Bhanwar Lal Pancharia, residing at 1/11, Arbinda Nagar, Police Station – Jadavpur, Post Office – Bijoygarh, Kolkata – 700 032, by Power of Attorney dated 29/07/2022, registered in the office of the District Sub Registrar-III, South 24 Pargaans in Book –I, Volume No. 1603-2022, Pages from 440557 to 440571 being No. 160312745 for the year 2022 hereinafter referred to as **“DEVELOPER”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**

AND

Mr [], son of [], PAN No: [], AAADHAR No: [] and Mrs [], wife of [], PAN No: [], AAADHAR No: [], both residing at [], (hereinafter collectively referred to as the **“Purchaser”**, which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

The Owners, the Promoter and the Purchaser shall collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

- A. The Owners are absolute and lawful Owners of Municipal Premises being ALL THAT the land containing an area 12 (twelve) Cottahs 9 (nine) Chittacks 12.79 (twelve point seven nine) sq. ft equivalent to 841.49 sq. m be the same a little more or less, being Municipal Premises No. 43A, Sarat Bose Road, Post Office – Elgin Road, P.S. - Bhawanipore, within the municipal limits of the Kolkata Municipal Corporation, Ward No. - 70, Kolkata - 700 020, (hereinafter referred to as **“said property/the Land”**), in the manner as stated hereinbelow:

- B. One Bibhuti Bhusan Roy (since deceased) hereinafter referred to as the **“said deceased”**, who was during his life and at the time of his death, a Hindu governed by the Dayabhaga School of Hindu Law, was the absolute owner and seised and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the municipal premises No. 43 Sarat Bose Road, Police Station Bhawanipore, Kolkata - 700 020 (hereinafter referred to as the Entire Property);

- C.** The said deceased during his lifetime divided the said Entire Property into three parts viz.: -
- a. ALL THAT a divided and demarcated portion of land containing an area of 13 cottahs more or less together with the structures standing thereon and forming part of the Entire Property which was demised by way of long term lease unto and in favour of Manjusha Co-operative Housing Society (hereinafter referred to as the "Society"), the area leased out to the Society is hereinafter referred to as the "Society Area",
 - b. ALL THAT a demarcated part or portion of land containing by measurement an area of 2 Cottahs 8 Chittacks 41 sq. ft more or less whereon an outhouse is situated and forming part of the Entire Property (hereinafter referred to as the "Outhouse Area") and
 - c. the remaining land of the Entire Property being ALL THAT piece and parcel of land containing by measurement an area of 13 (Thirteen) Cottahs 12 (Twelve) Chittacks 43 (Forty-Three) sq. ft more or less together with the residential three storeyed building thereon and together with garage spaces thereat "Residential Area" (hereinafter referred to as the Said Property").
- D.** The said Residential Area has been separated and since then numbered as municipal premises No. 43A, Sarat Bose Road, Police Station- Bhawanipore, Kolkata 700 020.
- E.** The said Bibhuti Bhusan Roy who was during his life and at the time of his death, a Hindu governed by the Dayabhaga School of Hindu Law, died on 15th December, 1981 after having made and published his last Will and Testament dated 5th December 1981 whereby he appointed his eldest son Udit Kumar Roy, as the sole Executor of the said Will and gave devised and bequeathed the Entire Property amongst his heirs and/or legal representatives in the manner as hereinafter recited.
- F.** The said Bibhuti Bhusan Roy died leaving behind him and surviving, his two sons, Udit Roy and Pradip Kumar Roy and a married daughter, Susmita Mehta as his only heirs and legal representatives in intestacy.
- G.** Probate of the said Will of the said Bibhuti Bhusan Roy was granted to the named Executor therein by an order dated 08.01.2008, passed by the District Delegate at Alipore, South 24 Parganas in Probate Case/Suit No. 1 of 2005.

- H. The Executor has fully administered the Estate of the said deceased and assent to legacies have been given by the Executor in favour of the respective legatees under the said Will.
- I. By an Agreement dated 4th December 1987 and Supplemental Agreement dated 27th August 1991 entered into between Udit Roy, Pradip Kumar Roy, Deep Roy and Sushmita Mehta therein collectively referred to as Owners of the One Part and PS Constructions, therein referred to as the Developer of the Other Part, the said Owners at and for the consideration and on the terms and conditions therein mentioned granted the exclusive right of development in respect of the said Outhouse Area and Residential Area unto and in favour of the said PS Constructions on the terms and conditions contained and recorded in the Agreements (hereinafter collectively referred to as the "Development Agreement of 1987").
- J. Certain disputes and differences having arisen between the parties to the said Development Agreement of 1987, proceedings were filed in the Hon'ble High Court at Calcutta being A.P. No.349 of 2012 and all such disputes and differences were referred to the sole arbitration of the Hon'ble Justice Chittatosh Mukherjee, former Chief Justice of the Calcutta High Court and the Bombay High Court (hereinafter referred to as the "Arbitrator").
- K. During the pendency of the said arbitration proceedings before the Learned Arbitrator, the Owner No.1 herein being desirous of undertaking the development of the said Residential Area negotiated with Deep Roy (then co-owner) of the said Residential Area and consequent to such negotiation, the said Deep Roy with the consent and concurrence of the said PS Construction by a Deed of Conveyance dated 2nd June, 2017 made between Deep Roy therein referred to as the Vendor of the One Part and PS Group Realty Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub-Registrar, Alipore South 24 Parganas in Book No. I, CD Volume No. 1605-2017, Pages 86233 to 86262, Being No. 160503306 for the year 2017, the Vendor therein at and for the consideration therein mentioned sold transferred conveyed and assured unto and in favour of the Purchaser therein ALL THAT the entirety of the first floor of the said building containing by estimation an area of 4,675 sq.ft. more or less TOGETHER WITH the undivided 50% share or interest into or upon the passageway leading from Sarat Bose Road to the said Residential Area TOGETHER WITH the undivided 50% share in common parts and portions,

second floor, garage TOGETHER WITH the undivided 50% proportionate share in the land comprised in the Residential Area appurtenant thereto absolutely and forever.

- L. The Learned Arbitrator made and published his Award dated 17th June, 2018 whereby he awarded and directed that the said Residential Area belonged to the said Deep Roy and Pradeep Roy and that the heirs of the said Susmita Mehta had no right or claim over and in respect of the said Residential Area or any part or portion thereof and that the said Development Agreement dated 4th December 1987 and Supplemental Agreement dated 27th August 1991 as null and void.
- M. The heirs of Late Susmita Mehta being aggrieved preferred an application under Section 34 of the Arbitration & Conciliation Act, 1996, for setting aside the aforesaid Award dated 17th June 2018 numbered as Misc. Case No. 62 of 2018 which is pending before the Learned District Judge at Alipore.
- a. Subsequently, the Owner No.1, having acquired on ownership basis, the undivided half share in the said Residential Area from Deep Roy, was desirous to develop the said Residential Area and accordingly negotiated with Pradip Kumar Roy for purchase of the remaining Residential Area being FIRSTLY ALL THAT the entirety of the ground floor along with the mezzanine floor which is the extension of the ground floor AND SECONDLY ALL THAT his undivided half share or interest into or the Second Floor of the Building AND THIRDLY ALL THAT his undivided half share in the land forming part of the Residential Area and FOURTHLY ALL THAT the garage and half share or interest into or upon the Residential Area AND FIFTHLY the entirety of the right, title interest of the Pradip Kumar Roy into or upon the entirety of the said Residential Area and entered into a Development Agreement dated 24th July, 2017, registered in the office of the Additional District Sub-Registrar, Alipore South 24 Parganas and entered in Book No. 1, CD Volume No. 1605-2017, Pages 123090 to 123162, Being No. 160504594 for the year 2017 (hereinafter referred to as the "Development Agreement of 2017") with the consent and concurrence of PS Construction, for the consideration and subject to the terms and conditions recorded therein and for the sake of brevity, the Development Agreement of 1987 and the Development Agreement of 2017 are collectively referred to as "the Development Agreements".

- N. The said Residential Area has been separated from the said Entire Property and has since been numbered as municipal premises No. 43A, Sarat Bose Road, Kolkata 700 020.
- O. The said Pradip Kumar Roy, being desirous to sell and transfer his share, negotiated with the Owner No.2 and consequent to such negotiation, Pradip Kumar Roy agreed to sell and transfer with the consent and concurrence of the Owner No.1 and the Owner No.2 also agreed to purchase and acquire the said Pradip Kumar Roy's share for the consideration together with the benefit of the plan and the permissible FAR in respect of the Said Property and accordingly the parties entered in an Agreement for Sale dated 26th September, 2019, registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. 1, CD Volume No. 1605-2019, Pages 218581 to 218623, Being No. 160506024 for the year 2019 (hereinafter referred to as the "said Agreement for Sale") subject to the terms and conditions recorded therein.
- P. The Owner No.1 and Owner No.2 thus became the absolute owners of premises No.43A, Sarat Bose Road, Kolkata – 700 020 each having an undivided 50% share therein (hereinafter referred to as the "Said Property/Demised Land").
- Q. The Owners and Promoter have entered into a Development Agreement dated 11th October, 2021, registered on 24th December 2021 with the Office of the District Sub Registrar III, Alipore, and recorded in Book No. I, CD Volume No. 1603-2021, Pages 428583 to 428628, Being No. 160313665 for the year 2021 (hereinafter referred to as the said "Development Agreement") ("**Development Agreement**").
- R. In pursuance of the said Development Agreements, the Promoter has caused a map or plan being No. 2020080052 dated 14th January, 2021 hereinafter referred to as the said "Plan") sanctioned by the Kolkata Municipal Corporation whereby the Promoter has become entitled to undertake development of the said Premises by developing a "Retail Market/Shopping & Office Complex" and also sanctioned car parking spaces and the said Project has been named as ""Retail Market/Shopping & Office Complex"" ("**Project**") of a one Tower having ground plus Ten (G+10) upper floors and various car parking spaces ("**Building**").

- S. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan sanctioned by the concerned authorities and the Kolkata Municipal Corporation has issued a Full Completion Certificate vide Completion Case No. _____ dated _____.
- T. The Allottee has applied for allotment of office space/Showroom in the Project vide application No. _____ dated _____ and has been allotted the Bare shell Showroom/ office space No. _____ having carpet area of _____ square feet on the 2nd floor in the Building ("Office Space/showroom") along with _____ Covered Mechanical car parking space bearing No. _____ in the Ground Floor ("Garage") as permissible under applicable law and of pro rata share in the Common Areas (defined hereinafter) (the Office Space/showroom and Garage are more particularly described in Part II of Schedule A and hereinafter collectively referred to as the "Unit).
- U. Subsequently an agreement to sale dated [] ("ATS") was executed and registered at the office of [], in Book No [], Volume No. [], Pages [] to [], Being No [] for the year [] among the Owners, the Promoter and the Purchaser whereby the Promoter agreed to transfer and the Purchaser agreed to purchase the Said Unit subject to the terms and conditions contained in the said ATS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- V. The Promoter has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Purchaser doth hereby confirm, and similarly the Promoter hereby confirm that the Purchaser has made full payment of the Total / Agreed Price to the Promoter
- W. The Purchaser has now approached the Promoter for execution of this Deed which the Promoter has agreed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"Association" shall mean [] set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

"Common Areas" shall mean the areas, amenities and facilities within the Project specified in **Schedule E** herein;

"Common Expenses" shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule F** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit Owners including the Purchaser and since the project comprises of a commercial and residential segment, the charges may differ for both the segments. Such charge shall be as determined by the Promoter;

"Common Purposes" shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit 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;

"Maintenance Agency" shall mean initially the Promoter or any entity/agency appointed by the Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

"Unit Owners" shall according to the context, mean all purchasers and/or intending purchasers of different Units for commercial purpose in the Project.

2. CONVEYANCE AND TRANSFER

2.1 In consideration of the payment mentioned in **Schedule F**, the Promoter:

(A) hereby sells conveys and/or transfers, absolutely and forever, to the Purchaser Showroom/ office space No. ____ having carpet area of ____ square feet on the ____ floor in the Building ("Office Space/showroom") along with ____ **Covered Mechanical car parking space bearing No. ____** in the Ground Floor ("Garage") as permissible under applicable law and of pro rata share in the Common Areas and together with undivided proportionate share in the land comprised in the Said Premises (**said Unit**);

(B) hereby grants a perpetual and non-exclusive:

(i) right to use and enjoy the Common Areas in common with all the other Unit Owners; and

free from all encumbrances, trusts, liens, lis pendens and attachments whatsoever and all benefits and rights hereby granted to the Purchaser, subject further to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Unit and proportionately with respect to the Common Areas.

2.2 The term '**the said Unit**' wherever used in this Deed shall include all the properties and rights mentioned in Clause 2.1 hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

- 2.3 AND IT IS HEREBY EXPRESSLY AGREED AND MADE CLEAR that the payments paid by the Purchaser includes the cost of prorata share in the common areas as defined under the West Bengal Industry Regulation Act 2017 (ACT) and as such upon formation of the Association the prorata share of the Purchasers into or upon the common areas hereby sold and transferred in favour of the Purchaser shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of Section 17 of the West Bengal Industry Regulation Act 2017 and until then the Purchaser shall hold the same in trust for such Association.
- 2.4 The right of the Purchaser shall be restricted to the Said Unit together with the right to the common areas and the Purchaser shall have no right, title or interest whatsoever in respect of the others units and garage in the Project.
- 2.5 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 2.6 The Purchaser shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Promoter.
- 2.7 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the said Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Promoter.

2.8 The sale of the said Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule _____** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule- _____** hereto, which shall be covenants running with the said Unit in perpetuity.

3. COVENANTS OF THE OWNER AND THE PROMOTER

3.1 The Owner and the Promoter hereby covenants with the Purchaser that it:

(a) has the right to sell, transfer and convey the said Unit to the Purchaser free from all encumbrances;

(b) shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Unit to unto and in favour of the Purchaser.

3.2 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the said Unit.

3.3 The Promoter hereby further covenants with the Purchaser that the Promoter has received payments as mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

3.4 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule I and Schedule J**, peaceably own, hold and enjoy the said Unit.

3.5 The Promoter hereby further covenant that post formation of the Association as per the applicable local law, the Promoter shall execute conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such conveyance shall be borne by the Association i.e the cost shall be shared proportionately among the Unit Acquirers

4. COVENANTS OF THE PURCHASER

4.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement to Sale (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
- (b) pay wholly in respect of the said Unit and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the said Unit and/or relating to this Deed of Conveyance without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Unit and ensure that those to the other Unit Owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) 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 transfer, sale or disposal of any other unit or Unit in the Project;

- (e) not question the quantum or apportionment of the Common Expenses mentioned in **Part IV of Schedule-H (Common Expenses)** or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in **Schedule-G**) by the other Unit Owners;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **Schedule-I**;
- (h) get the said Unit mutated in his name and/or separately assessed by the Corporation/Municipality; and
- (i) pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- (j) pay all future betterment/development charges etc. relating to the said Unit and/or the Common Areas.

4.2 The Purchaser hereby acknowledges that it is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/it Unit for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owners/Promoter and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

5. **POSSESSION:**

At or before the execution of this Deed, the Purchaser herein confirms that he has independently satisfied himself about the right, title and interest of the Promoter in the Property, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Unit, the workmanship, the quality of materials used, the structural

stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Unit and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Unit has been handed over by the Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

6. DEFECT LIABILITY:

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

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

SCHEDULE A

[Description of Said Premises]

("Land/Premises")

ALL THAT the land containing an area admeasuring 13 (thirteen) Cottahs 12 (Twelve) Chittack 43 (forty three) sq.ft, be the same a little more or less, equivalent to 923.736 Sq.mt (more or less) as per purchased Deed but on physical measurement the land area was found to be 12

(twelve) Cottahs 9 (nine) Chittacks 12.79 (twelve point seven nine) sq. ft equivalent to 841.49 sq. m be the same a little more or less, together with two storied cemented flooring measuring 2500 Sq. Ft in each floor of the building and structures standing thereon forming part of the Municipal Premises No. 43A, Sarat Bose Road, Post Office - Elgin Road, P.S. - Bhawanipore, within the municipal limits of the Kolkata Municipal Corporation, Ward No. - 70, Kolkata - 700 020, being butted and bounded:

ON THE NORTH	:	By Municipal Premises No. 43, Sarat Bose Road, in occupation of Manjusha Housing Co-operative Society.
ON THE SOUTH	:	Partly by Municipal Premises No. 45, Sarat Bose Road and partly by Municipal Premises No. 3/A/B Paddapukur Road.
ON THE EAST	:	By Sarat Bose Road.
ON THE WEST	:	Partly by Municipal Premises No. 25, Madhab Chatterjee Street.

SCHEDULE B

[Plan]

The delineated in the map/ plan of the said Land/Premises is attached as a separate sheet.

SCHEDULE C

(Said Unit)

ALL THAT the Bare shell Showroom/ office space no. ____ having carpet area of ____ square feet, on ____ floor in the Building ("Office Space/Showroom") along with ____ car parking space bearing no. ____ ("Car Park") now in course of construction on the said Demised Land TOGETHER WITH the proportionate share in all common areas as permissible under law.

For the purpose of registration, the super built up area of the said unit is 1005 sq.ft.

SCHEDULE D

[Plan of Said Unit]
 [Attached as separate sheet]

SCHEDULE E
 [Specifications of the Unit]

Offices:				
Flooring	:	Neat Finish		
Wall	:	Putty		
Main Door	:	Rolling Shutter		
	:			
Electrical	:	Upto DB		
Show Rooms				
Flooring	:	Neat Finish		
Wall	:	Putty		
Main Door	:	Rolling Shutter		
	:			
	:			
Electrical	:	Upto DB		
Toilets and Units				
Flooring	:	Neat Finish		
Wall	:	Neat Finish		
Plumbing	:	Tap off points for drinking water and WC		
Common toilets				
Flooring	:	Anti Skid tiles		
Wall	:	Tiles upto false ceiling level		

Ceiling	:	False Ceiling
Door	:	Door will be provided
Electrical	:	Modular switches
Ground Floor Lobby		
Flooring	:	Imported Marble/ Granite/ Tiles
	:	
Ceiling	:	False Ceiling
Lift Facade	:	Imported Marble/ Granite/ Tiles
Windows/ Glazing	:	Aluminum windows
Electrical	:	Modular switches

SCHEDULE F

[PAYMENTS]

1.1 The Total Consideration of Unit is Rs. _____ (Rupees _____) only ("Total Consideration of Unit").

1.2 The Total Extras and deposits in respect of Unit is Rs. _____/- (Rupees _____) only ("Total Extras and Deposits").

Extras and Deposits :	
Maintenance Deposit- This amount is payable against 12 months advance maintenance charges for the said Unit	Rs. /-
Sinking Fund- This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association	Rs. /-

deem fit and proper.	
Transformer Charges & Electricity Charges- This amount is payable for the said Unit as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Developer in making arrangement with CESC and/or any other authorities for providing and installing transformer at the said Project. Provided the Allottees shall pay the Deposit to CESC directly on account of Individual Meter.	Rs. /-
Legal Charges (includes legal fees pertaining to drafting of this ATS and the Deed of Conveyance)	Rs. /-
Incidental charges for facilitating the process of registration	Rs. /-
Association Formation Charges	Rs./-
Diesel Generator Power Backup- Generator charges for limited back up	Rs. /-
VRV Air Conditioning Charges	Rs. /-
Property tax deposit- This amount is payable against proportionate share of Property Tax for the said Unit for twelve months.	Rs. /-
Rule 25 charges	Rs. /-
Total Extras and Deposits (in Rupees)	Rs. -

1.3 The Total Taxes (GST) on the consideration of the Unit and Extras and Deposit shall be as per the applicable rate as opted by the Promoter.

SCHEDULE – G

(Common Areas)

1. Lifts, lift shafts, lift installations
2. Boundary walls
3. Main Gates, Entrances and Exits
4. Paths and Passenger Corridors
5. Driveways

6. Staircases, stairways, landing and lobbies
7. Overhead reservoirs
8. Toilets
9. Wiring, meter for lighting for common areas etc.
10. Windows, doors, grills and other fittings of the common area
11. Foundation
12. Pump, Pump Room and its installation
13. Drains
14. Sewers
15. Such other common parts and portions as may be determined by the Developer upon completion of the said new building in accordance with applicable laws
16. Underground water reservoir
20. Demised Land
21. Caretaker's Room and Driver's Toilet at the Ground Floor.
22. Typical Floor Lobby on each Floor.
23. Ultimate Roof of the Building

SCHEDULE – H

(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Office Space) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Allottee(s) / occupiers of the Project.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual Allottees/occupier of Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting

to enforce the observance of the covenants on the part of any of the occupants of the Project.

16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Allottees (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottee(s) herein in respect of

their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees make a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottee(s) herein over and above the monthly maintenance charges.

SCHEDULE-I

(Mutual Easements & Restrictions)

The under mentioned rights easements and quasi easements privileges of the Allottee(s) to be enjoyed along with other co-occupiers.

- i. The Allottee(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Allottees and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee(s) or any person deriving title under the Allottee(s) or the servants, agents, employees and invitees of the Allottee(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Allottees and the Association along such drive way and path ways as aforesaid.

- iv. The right of support shelter and protection of the Said Unit by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Allottee(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Allottees and occupiers of the other spaces and portion of the Building(s).

SCHEDULE-J

(Purchaser's Covenants)

Part-I

(Specific Covenants)

The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
- b) permit the Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the said Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;
- c) Permit the Promoter to put up neon signs /sign board of the on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost and the Allottee(s) hereby consents and waives all rights to enable the Promoter

to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.

- d) deposit the amounts for common purposes as required by the Maintenance Agency;
- e) use and occupy the said Unit only for the purpose of residence and not for any other purpose;
- f) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- g) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;
- h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air-conditioners or otherwise;
- i) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- j) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- k) to pay charges for electricity in relation to the said Unit wholly.
- l) (i) In the event if the unit is booked prior to obtaining of completion certificate the buyer shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and

all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly;

(ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer shall bear and pay, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit Unit wholly on completion of 15(Fifteen) days from the date of booking.

m) (i) In the event if the Unit is booked prior to obtaining of completion certificate the buyer shall pay from the date of issue of the Completion Certificate, the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;

(ii) In the event if the Unit is booked after obtaining of completion certificate, the buyer, shall pay the Municipal Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit Unit until the same is assessed separately by the Municipal Corporation on completion of 15(Fifteen) days from the date of booking.

n) pay for other utilities consumed in or relating to the said Unit;

o) allow the other Unit Owners the right to easements and/or quasi-easements;

p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments

mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and

- q) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. The Purchaser agrees undertakes and covenants:

- a) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Unit;
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;

- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Building;
- m) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;

- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Premises or any other open or covered areas of the Building and the Premises meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Unit or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Maintenance Agency;
- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Purchaser;
- s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be sold to any other Unit Owner of the Building;
- t) not to use the said Unit for any purpose save and except for residential purpose and not to use the said Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building or occupy any pathway, passages, corridor or lobby in any manner whatsoever;

- u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Municipal Corporation and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- w) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;
- x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the Premises;
- y) not to keep or harbour any bird or animal in the Common Portions of the Premises;
- z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
- aa) not to subdivide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;
- ab) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
- ac) not to interfere with the common use and enjoyment of the Common Portions by the Promoter or the other Unit Owners;
- ad) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;

- ae) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
 - af) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the said Premises and/or the neighbourhood;
 - ag) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;
 - ah) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and
 - ai) not to install grills which have not been approved by the Maintenance Agency.
3. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Purchaser hereby indemnifies the Promoter fully regarding all payments as mentioned in Schedule F.
4. The Building constructed at the Premises has been named as "PS Montage". The Purchaser and/or the Unit Owners and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Owner and the Promoter.
5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfillment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

6. The Purchaser may deal with or dispose of or alienate or transfer the said Unit subject to the following conditions:
 - a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
 - b) The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.
 - c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Promoter, the Maintenance Agency and the Municipal Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
7. The Purchaser shall not claim any partition of the land comprised in the Premises.
8. The Purchaser shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owner and/or the Promoter.
9. The Purchaser shall be responsible for and shall keep the Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act deed or thing made done or occasioned by the Purchaser and shall be responsible for and shall keep the Promoter

indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.

10. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the construction, completion, sale, transfer, etc. of the Building or any portion (other than the said Unit Unit) thereof by the Promoter

Part - II

(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance for the Building and the Premises, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Municipal

Corporation taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Municipal Corporation Taxes, Common Expenses and/or other payments by the Purchaser after giving 1 (one) month notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Municipal Corporation Taxes.

Part - III

(Association)

1. After handing over possession of all the Flat Units in the Building, the Promoter, shall take steps for formation of the Association in consultation with all the Unit Owners for the maintenance and management of the Common Portions described in **Schedule-G**, the Building and other areas at the Premises. The maintenance of the Building shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Purchaser shall, within 15 days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.
2. All papers and documents relating to the formation of the Association shall be prepared and finalised by, Solicitor & Advocates of the Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Promoter without any liability of the Purchaser and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Owners. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.

4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
6. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises.
7. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Memorandum for Sale of flats and the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
8. After the maintenance of the Building is made over by the Maintenance Agency to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.
9. All the Unit Owners may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the Flat Units by their respective owners or for the mutual benefit of the Unit Owners subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to

or in violation of any of the terms and conditions contained in the several Memoranda for Sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.

9. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/Purposes.

11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire-fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part –IV

(Mutation, taxes and impositions)

1. The Purchaser shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Unit in his own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.

2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Flat Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15(fifteen) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.
3. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the flats booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the Owners at ...

in the presence of :

SIGNED AND DELIVERED by the Promoter at ...

in the presence of :

SIGNED AND DELIVERED by the **PURCHASER** at

in the presence of :

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED from the withinnamed Allottee the withinmentioned sum of Rs. _____ /-

(In Words) being the consideration in full payable under these presents

(Rupees _____ only)

WITNESSES:

SKIES ENCLAVE LLP



(Promoter)